



14-MED-06-0823
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07/30/2014

AGREEMENT BETWEEN

THE

**LICKING COUNTY BOARD OF COUNTY
COMMISSIONERS – CHILD SUPPORT ENFORCEMENT AGENCY**

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
WORKERS, AFL-CIO
LOCAL UNION NO. 3550**

EFFECTIVE FROM

DATE OF EXECUTION

EFFECTIVE THROUGH

September 30, 2017

SERB Case No. 2014-MED-06-0823

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ARTICLE 1

PREAMBLE & RECOGNITION

Section 1.1 Purpose This collective bargaining agreement is entered into by and between the Licking County Child Support Enforcement Agency, hereinafter referred to as the “Employer” and the American Federation of State County and Municipal Employees Local Union #3550, and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the “Union” and has, as its purpose, the establishment of wages, hours, terms, and conditions of employment of all employees in the bargaining unit of this Agreement and the continued effective and efficient operation of the Employer. All other agreements between the Employer and the individual members of the bargaining unit, that are inconsistent with this collective bargaining agreement, shall be null and void.

Section 1.2 Bargaining Unit The Employer recognizes AFSCME Ohio Council 8 and AFSCME Local 3550 as the sole and exclusive representative for all employees of the Licking County Child Support Enforcement Agency as certified in SERB Case No. 05-REP-08-0113.

Inclusions All employees of the Licking County Child Support Enforcement Agency in the following classifications, Clerical Specialist 1, Clerical Specialist 2, Clerical Specialist 3, Clerical Specialist 4, Account Clerk 1, Account Clerk 2 and Case Manager.

Exclusions All management level supervisory, and confidential employees as defined in the Act including attorneys who; formulate policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.

Section 1.3 When new job classifications are established during this contract, the Employer and Union shall meet to determine whether said positions are part of the bargaining unit as defined. In the event the Employer and Union should disagree, the dispute will be settled by either party filing a petition with the State Employment Relations Board (SERB).

Section 1.4 If the Employer creates a new bargaining unit job description, or alters an existing bargaining unit job description, the Employer will submit such description to the Union for review at least fifteen days prior to the implementation date. Upon request by the Union, the parties will meet and discuss the job description and/or the implementation of any changes.

ARTICLE 2 NO STRIKE/NO LOCKOUT

Section 2.1 **General Responsibilities of Parties** In as much as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Licking County.

Section 2.2 **No Strike** The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. The Employer shall have the right to discipline employees for violation of the prohibitions contained herein, up to and including termination.

Section 2.3 The Employer agrees that it shall not, during the term of this Agreement, lock out employees.

ARTICLE 3 CONTRACT CONSTRUCTION

Section 3.1 **Conformity to Law and Amendment** If a court or administrative agency of competent jurisdiction finds any provision of this Agreement to be unlawful, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force

member has sufficient wages to make the dues deduction in addition to all legally required deductions; and (6) when the employee is no longer a member of the bargaining unit.

Section 5.2 Error in Deduction It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected by adjustments to the employee's pay at the next pay period that dues would normally be deducted.

Section 5.3 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc. regarding dues, fees, etc. collected on behalf of the Union by the Employer.

Section 5.4 Fair Share Fee Effective on the date of this Agreement, all employees in the bargaining unit who sixty (60) days from the date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

ARTICLE 6 UNION REPRESENTATION\BULLETIN BOARDS

Section 6.1 Employee Representatives The Employer agrees to recognize up to three (3) employees as stewards, one of whom may be the Chief Steward, for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and stewards of the bargaining unit and of any changes which may occur. The steward or officers shall have no authority to take any action interrupting the Employer's business. If the Employer requests or approves a request for a steward's presence at a meeting then the steward shall be considered on work time to the extent of his normal work hours but in no event will a steward receive overtime for Union business or meetings. Stewards may not use County vehicles or equipment for Union business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time. Union business such as submitting grievances, attending investigatory meetings, or the investigation of grievances, may be conducted on County time. However, the employee must have supervisor approval prior to release.

Section 6.2 Union Representatives The President or designee of the local Union and the Ohio Council 8 Representative shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee, which shall be subject to operational needs and not interrupt services.

Section 6.3 Bulletin Boards The Employer shall provide adequate bulletin board space for use by the Union to enable members of the bargaining unit to see notices posted thereon. All notices shall be posted by an officer of the Local or his/her designee and shall relate to items of interest to the members as set forth below. 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 Activities;
- B. Notice of Union Meetings;
- C. Union Appointments to Committees;
- D. Notice and Results of Union Elections;
- E. Reports of Standing Committees of the Union;
- F. Rulings or Policies of the International Union or Other Labor Organizations with which the Union is affiliated.

All other notices of any kind not covered by this section must receive the prior approval of the Director. No information or materials regarding political issues, candidates, PAC's, etc. may be posted on the bulletin boards or distributed in the work place.

Section 6.4 Union Business The Union shall be permitted reasonable access to members' mailbox slots, for the direct distribution to employees of materials pertaining to collective bargaining, contract administration, or other similar business germane to the Union's role as exclusive bargaining agent. The Union shall observe established departmental procedure for the distribution of all such materials.

Section 6.5 Ballot Box The Union shall be permitted to place at the Agency, upon prior notification to the Director, a ballot box for purpose of collecting members' ballots on all Union issues subject to ballot. Any ballot box shall be removed immediately from the premises after the close of balloting. Such box shall be property of the Union and neither the ballot box nor its contents shall be subject to review by the Employer.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the CSEA. The rights of the Employer shall include, but shall not be limited to its

rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the CSEA, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 7.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff, and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the office as a governmental unit;

- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the County goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 7.3 **Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or vested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 7.4 **Residual Rights** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the employer with 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.

ARTICLE 8 WORK RULES

While all parties agree and understand that not all standards of conduct are or should be reduced to writing, the Employer agrees that existing work rules shall be made available to all bargaining unit members. The Employer will provide advance written notice of any new work rules or modifications to existing work rules to the Union President and the bargaining unit employees. Work rules shall not violate the collective bargaining agreement. Each party retains their respective rights and their respective obligations as set forth in O.R.C. 4117, et seq., and interpreted by the Ohio State Employment Relations Board, and the courts of the State of Ohio.

ARTICLE 9 HEALTH AND SAFETY

Section 9.1 Employer Responsibility It is the Employer's responsibility to maintain the workplace to the best of its ability in a safe and healthful manner.

Section 9.2 Employee Responsibility It is the Employee's responsibility to follow all safety related rules and regulations, to report any safety concerns immediately to management and to promptly report any workplace illness or injury in accordance with the Employer's rules and regulations.

ARTICLE 10 LABOR MANAGEMENT MEETINGS

Section 10.1 Purpose It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Department.

Section 10.2 Committee Composition and Meetings For this purpose, a labor-management committee shall be established. The committee shall consist of up to three (3) management members designated by the Employer and up to three (3) members designated by the Union. The Union and the Employer shall designate, in writing, annually the Labor-

the Employer and an employee or employees (group or policy grievance) concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions; and when such grievances arise, the following procedure shall be observed:

All grievances must contain the following information:

- A. Aggrieved employee's name, or names of all Grievants;
- B. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. Date and time grievance occurred;
- D. The location where the grievance occurred;
- E. A description of the circumstances or incidents giving rise to the grievance;
- F. Specific provisions of the Agreement violated;
- G. Desired remedy to resolve the grievance; and

Established timelines may only be extended by mutual agreement of both parties in writing. Grievance steps may also be waived by mutual agreement of both parties.

Section 11.2 Grievance Procedure An employee will approach his/her supervisor directly through an informal discussion in an attempt to resolve issues or concerns at the lowest possible level. If concerns or issues cannot be resolved informally, an employee may utilize the formal grievance process as outlined below:

A. Step One – Team Manager An employee having a grievance must present the grievance within five (5) business days following the day the employee knew or should have known of the alleged violation. The Team Manager shall meet with the grievant within five (5) business days following the submission of the written grievance.

A Union steward will accompany the grievant to the grievance meeting should the grievant request the steward's attendance. A grievant shall have the right to submit a grievance without

the intervention of the Union. Within five (5) business days after grievance meeting, the Team Manager shall submit to the grievant and Union President his/her written response. If the Union is not satisfied with the written response, he/she may pursue the grievance to Step Two.

B. Step Two – Director or Designee Should the Union not be satisfied with the answer in Step One, within five (5) business days after receipt of the Step Two response the Union may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Director. The Director or his/her designee shall date the form, accurately showing the date his/her Office received the form.

The Director or his/her designated representative shall, within five (5) business days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance. The Union President or his/her designee will accompany the grievant to the meeting. The AFSCME representative may also attend. The Director or his/her designee will notify the Union President to advise him/her of the date/time/place of the Step Two meeting. If the Union President or his/her designee has a conflict, he/she will advise the Director and the parties will attempt to schedule a mutually agreeable time and date. Requests will not be made for the purpose of delaying the process.

Within five (5) business days of the meeting at Step Two, the Director or his designee shall submit his/her written response to the grievant and the Union President.

C. Step Three - Human Resources Director Should the Union not be satisfied with the answer in Step Two within five (5) business days after receipt of the Step Two response the Union may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Human Resources Director. The Human Resources Director or his/her designee shall date the form accurately showing the date his/her Office received the form.

The Human Resources Director or his/her designated representative shall, within five (5)

business days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance. The Human Resources Director or his/her designee will notify the Union President to advise him/her of the date/time/place of the Step Three meeting. If the Union President or his/her designee has a conflict, he/she will advise the Human Resources Director and the parties will attempt to schedule a mutually agreeable time and date. The AFSCME representative may also attend. Requests will not be made for the purpose of delaying the process.

Within five (5) business days of the meeting at Step Three the Human Resources Director or his designee shall submit his/her written response to the grievant and the Union President.

Merit Appeals: In the event an employee does not meet the standard necessary to receive a performance appraisal wage increase, the employee may appeal the result of the performance evaluation to Licking County Human Resources for a meeting to discuss those results. If after that meeting the employee still does not meet the standard, the Union, within forty-five (45) calendar days after receipt of the Human Resources response, may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Mediation: The parties agree that they may utilize the services of a mediator to resolve grievances prior to Arbitration. The use of the mediator for such purpose shall be by mutual agreement of the parties and according to the procedures mutually agreed to in writing in advance of the mediation process.

D. Step Four – Arbitration If the Union is not satisfied with the answer in Step Three, within forty-five (45) calendar days after receipt of the Step Three response, the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Upon receipt of the notice of intent to arbitrate, the Employer shall, by letter or on-line, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1)

grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by the party which advanced the grievance to arbitration.

The fees of the arbitrator and the rent, if any, for the hearing room shall be paid by the losing party. The arbitrator shall determine, in his/her finding of facts and conclusions, which party lost the Grievance Arbitration and is responsible for the above mentioned fees. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the Employer as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be

addressed by the arbitrator shall be whether the grievance is arbitrable unless the parties mutually agree otherwise.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Services. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 11.3 Pre-arbitration Meetings Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Union submits its written request for arbitration. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 11.4 Timeliness of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement, in writing.

If the Employer raises a timeliness objection to the filing of a grievance, it agrees to meet with a

Union representative to discuss the merits of the grievance. By doing so, the parties agree that the Employer does not waive any procedural or arbitrability arguments it may have. The parties agree that the issue of whether a grievance was timely filed can be appealed to arbitration.

Section 11.5 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review and/or the Department of Administrative Services shall have no authority over matters addressed in this Agreement or subject to this grievance and arbitration procedure.

ARTICLE 12 POSTING OF VACANCIES

Section 12.1 Vacancy Defined A vacancy occurs when the County intends to fill an existing bargaining unit position or when the County intends to create a new position within the bargaining unit. It is the policy of the County, when filling vacancies in the bargaining unit, to give all qualified applicants consideration and the opportunity to apply for vacant positions. An assignment is not considered a vacancy.

Probationary employees may not apply for vacant positions until they successfully complete their current probationary period.

Section 12.2 Criteria for Selection Criteria to be utilized in reviewing qualified applicants shall include the applicant's previous work record, job performance, discipline record, education, experience, qualifications and attendance. Each of these factors is not necessarily given equal weight. Vacancies shall be filled with the most qualified candidates. If qualifications are equal, the most senior employee shall be appointed to the position.

Section 12.3 Notice of Vacancy When it is determined that a vacant position is to be filled; a notice of vacancy shall be posted for at least seven (7) business days county-wide. It will be at the Director's discretion to post internally and externally simultaneously. Current CSEA employees will be given first consideration. Current CSEA employees who meet the minimum qualifications will be interviewed prior to consideration of other applicants. Current CSEA

employees who do not meet minimum qualifications will be provided notice of the reason the employee did not meet the required qualifications. The notice shall include the classification and pay range, position title, minimum qualifications, a brief description of the job duties and the date the notice expires.

Section 12.4 Applications Persons wishing to apply for the posted vacancies shall submit a letter of interest. For the purpose of this article, a letter of interest shall include a resume and cover letter indicating their qualifications in detail. The County shall not consider applications received after the posting period.

Employees desiring the opportunity to be considered for vacant positions must apply, in writing including a resume and cover letter for vacancies. Employees must keep their personnel files current with any information, which would reflect their skills and abilities. Employees desiring consideration of additional information (e.g. education, training, experience) must submit such with their letter of interest for a vacancy.

Section 12.5 Testing Methods The Employer shall determine the method(s) for testing or review of applicants for vacant positions.

Section 12.6 Notice to Applicants Once the selection has been made; the Employer will notify all applicants in writing of the selection. If the applicant is not selected for the position, the employee can request a meeting to explain why.

ARTICLE 13 PROBATIONARY PERIOD

Section 13.1 Requirement To Serve Probationary Period Every a) newly hired employee appointed to a position in the bargaining unit, b) employee being granted a promotion within the bargaining unit, c) employee taking a voluntary demotion, or d) employee making a voluntary lateral transfer, shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed in the bargaining unit regardless of prior service with Licking County. Time spent in any other

capacity than full-time shall not count toward or be credited for probationary period for full-time positions.

Section 13.2 Length of Probationary Periods The probationary period shall begin on the first day a bargaining unit employee receives compensation from the Employer or an employee changes classification. The length of the probationary period shall be for 180 calendar days.

A probationary employee who has lost work time for more than five (5) consecutive business days shall have his/her probation period extended by the length of the absence.

Section 13.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during his/her probationary period and shall have no right to appeal the termination under the grievance procedure of this Agreement or to any other forum, including but not limited to the State Personnel Board of Review. Any employee promoted to a new classification, who does not pass the probationary period shall be returned to his/her previous pay, status and/or classification. If the promoted employee files a grievance regarding the Employer's decision to return the employee to his/her prior classification, the burden shall be on the employee to prove that the Employer abused its discretion in making the decision.

ARTICLE 14 SENIORITY

Section 14.1 Accrual of Seniority Seniority, for purposes of this contract, shall only be based on continuous, service with the Licking County Child Support Enforcement Agency from their most recent date of hire, regardless of full or part-time status. Seniority shall be applied as a determining factor only in those matters and to the extent specified elsewhere in this Agreement.

Section 14.2 Laid Off Employees/Unpaid Leave of Absence Employees laid off or on unpaid leave of absence shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees or employees on unpaid leave of absence shall be "frozen" as of

the date of layoff or commencement of leave unless the employee is not recalled from layoff in the recall period set forth in the layoff article or does not return at the expiration of the leave.

Section 14.3 Break in Seniority The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause and not reinstated;
- B. Retirement;
- C. Layoff for more than twenty-four (24) months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation when employee is not re-employed or reinstated within thirty-one calendar days; or
- G. Failure to report for work for three (3) consecutive business days without notification to the Employer, except in case of emergency, in which case the employee is responsible to provide as much notice as possible.

Section 14.4 Posting of Seniority List The Employer shall post, at least once every twelve (12) months, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate. A copy of the seniority list will be provided to the Union President.

Section 14.5 Tie Breaker on Seniority List If two (2) or more employees have the same amount of accrued seniority, the employee with the highest last four (4) digits of their social security number shall be considered the senior employee.

ARTICLE 15 PERFORMANCE APPRAISAL

Section 15.1 Probationary employees will be evaluated at least twice during the probation period, once at approximately the halfway point in the probation period and once shortly before the end of the probation period. All other employees will be evaluated annually. The evaluation

will not be used as a disciplinary tool. Any discipline shall follow the disciplinary section of this Agreement.

A bargaining unit employee's signature on a performance evaluation shall not be construed as evidence of agreement with the contents contained therein, but only as evidence that the employee has read the document. The employee shall receive a copy of the final performance evaluation and nothing shall be added to it after receipt except by mutual agreement.

ARTICLE 16 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 16.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for just cause.

Section 16.2 Methods of Progressive Discipline Depending upon the severity of the infraction, the disciplinary steps may include some or all of the following:

1. Verbal Reprimand;
2. Written Reprimand;
3. Suspension (with or without pay);
4. Demotion;
5. Discharge

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced discipline for an initial infraction, up to and including discharge. The Employer may place an employee on administrative leave while investigating a disciplinary matter. Dependent upon the circumstances, the discipline process shall commence within a reasonable time after the Employer has knowledge of the violation. Any discipline process not commenced within thirty (30) days after the Employer has knowledge of the violation should be considered unreasonable unless a criminal investigation has commenced.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. The Union President shall be provided copies of any written discipline.

Section 16.3 Pre-disciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants suspension, demotion, discharge, or other discipline resulting in loss of pay, a pre-disciplinary conference between the employee and the Employer, or his/her designee, shall be arranged. The charges will be reduced to writing and provided to the employee and the Union President. The employee will have a union steward or a union official present at the pre-disciplinary conference. The employee may waive the pre-disciplinary conference in writing.

Section 16.4 Appeals of Discipline Employees may file grievances regarding discipline. Such must be appealed to the next step in the grievance procedure above the party issuing discipline within five (5) business days of receipt of notice of the disciplinary action. Discipline of removal or demotion of an employee during the initial probationary period may not be appealed to the grievance and arbitration procedure. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy.

Section 16.5 Employee Personnel Files An employee shall have access to his/her personnel file upon reasonable notice to the CSEA Director. If personnel files are moved to the County Human Resources Office, notice must be provided to the County Human Resources Director. Inspection should occur during the employee's non-working hours at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection. A bargaining unit employee may grant to the Union representative, in writing, the right to review his or her personnel file, and upon presentation of such written authorization, the County shall allow the Union representative the right to review the personnel file.

Section 17.2 Layoff and Period of Recall

The Employer shall determine in which positions layoffs will occur. Employees shall be laid off in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. An employee affected by a layoff may bump the least senior employee in his or her own classification. The least senior person in the affected classification may bump the least senior person in the next lower classification, provided the employee has the necessary minimum qualifications. Non-bargaining unit employee shall have no bumping rights into an AFSCME bargaining unit classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twenty-four (24) months from date of layoff. By seniority order, employees shall be recalled to the classification they were laid off from, when management has determined the need to fill a position. Employees shall be recalled so long as:

- A. The employee has held the classification previously or;
- B. The employee has held a higher paying classification within the bargaining unit previously and;
- C. The employee has the skill and ability to perform the work.

In summary, the recall process shall be the inverse of the lay off process in that a Case Manager is a Case Manger is a Case Manager and so on. Any Case Manager shall be deemed qualified and can be recalled to any classification up to and including the Case Manager. Any Account Clerk 2 shall be deemed qualified and can be recalled to any position up to a Account Clerk 2, any Clerical Specialist 4 shall be deemed qualified and can be recalled to any position up to a Clerical Specialist 4 position, any Clerical Specialist 3 shall be deemed qualified and can be recalled to any position up to a Clerical Specialist 3 position and, being the lowest paying classification, any Clerical Specialist 1 shall be deemed qualified and can be recalled to any Clerical Specialist 1 position. This will be known as the order of recall. When this occurs, and management has determined there is a need to fill the position, the most senior employee who is on lay off shall be recalled back in the door.

Section 17.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employees' last known address. It shall be the responsibility of each employee to keep the Employer informed of his/her current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from or modification of their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 17.4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights to a position in their former classification provided they have maintained any necessary certifications for the classification.

Section 17.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat their probationary period.

Section 17.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Three. Grievances regarding layoffs must be filed within five (5) business days of notice of the layoff.

ARTICLE 18

HOURS OF WORK AND OVERTIME

Section 18.1 General Provisions Overtime work is expensive, and should be kept to a minimum. Any employee working on overtime pay must have express prior approval by supervisory personnel. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services or from establishing the work schedules of employees. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to establish schedules or require overtime.

Section 18.2 Work Schedule Work schedules for full-time employees will be arranged by the Employer so that the scheduled work week will normally consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off (or alternate schedules which would provide a 40 hour work week or an 80 hour pay period). The Employer shall designate the start of the work week and work day.

The following flex time program shall apply to employees in the bargaining unit. The Employer shall provide flex time scheduling for all units; however the number of employees who can work a flexible schedule will be restricted in order to insure that necessary coverage of work operations is maintained. Work schedules shall be provided each month with the same schedule of hours worked each day by the employee for the entire month.

1. All employees normal work hours shall be between the hours of 7:00 a.m. and 5:00 p.m.
2. Each employee is eligible to take two (2) fifteen minute breaks each work day; one in the morning and one in the afternoon at times approved by the employees supervisor. Breaks may not be used to extend the lunch period or shorten the workday.

3. Each day an employee will be permitted to take either a half (1/2) hour, a 45 minute, or (1) hour lunch break at times approved by the employee's supervisor.
4. Employees who abuse the flextime privilege may be required to work the standard work hours.
5. The employee may request, and the supervisor may approve a variance/flex in the daily schedule within a given work week based upon the needs of the unit and the best interest of the Agency. All flexed hours must be made up in the week. If flexed hours are not made up, the appropriate accrued leave must be used to cover the flexed time.
6. The employee with the most Licking County Child Support Enforcement Agency seniority shall have the first selection each month within their team from the flexible schedules made available by management based on operational needs within each team. The next most senior employee shall then have the opportunity to select their schedule for the month from the remaining flexible schedules made available by management based on operational needs. This process shall be followed until all shifts available have been filled for the month on each team.

Section 18.3 Payment of Overtime All employees who are not exempt from the overtime provisions of the Fair Labor Standards Act shall be either paid or may accrue compensatory time at the rate of one and one-half (1.5) times their base rate for overtime worked. Overtime shall be compensated for those hours actually worked in excess of 40 hours in a 7 (seven) day work period. In calculating hours worked in any work week, time spent on vacation leave, sick leave, holiday hours, funeral leave, jury leave, personal time, compensatory time and court leave shall not be considered hours worked.

Voluntary overtime – the most senior bargaining unit member qualified to complete the needs of the project will be offered the overtime time first.

Mandatory overtime – Volunteers will be taken first. If volunteers do not cover the mandatory overtime, the least senior qualified person in the bargaining unit will be required to work the overtime. Once the least senior qualified bargaining unit member works his/her turn of overtime, the next least senior qualified bargaining unit member will be required to work the mandatory overtime – working up the seniority list from the least senior to the most senior.

Section 18.4 Compensatory Time Total compensatory time accumulated may not exceed one hundred sixty (160) hours in a one hundred eighty (180) day period. Employees must schedule compensatory time off in accordance with the procedure for scheduling vacation. Time off will be approved or denied based on operational needs.

Section 18.5 Overtime Assignments Overtime assignments shall be in accordance with departmental procedures.

Section 18.6 Remedy for Missed Overtime The remedy for a missed opportunity for overtime is that the next overtime opportunity will be offered to the qualified employee.

Section 18.7 Inclement Weather In the event the Commissioners close the department due to the weather or some other unforeseen circumstance, employees who are at work and are sent home or who are scheduled to work will be paid for the time the department is closed.

The Parties recognize on certain days it may be difficult or impossible for a scheduled Employee to come into work, due to excessive snow, ice, or other inclement weather. The County encourages its Employees to come into work on such occasions, only if in the Employee's judgment they are able to do so in a safe manner. This article addresses situations, which are deemed as weather emergencies, and are put in place to benefit Licking County CSEA and its Employees by assisting individuals/departments with the proper supervision of Employees during a weather emergency.

Definitions:

Snow Emergency Level 1 - Indicates roads are hazardous with blowing and drifting snow or

ice covered. Drive very cautiously.

Snow Emergency Level 2 - Indicates roads are hazardous with blowing and drifting snow or ice covered. Only those who feel it is necessary to drive should be out on the roads.

Snow Emergency Level 3 - All roads are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. Those traveling on the roads may subject themselves to arrest.

In the event a Level 3 Weather Emergency is declared by the Licking County Sheriff, the Appointing Authority will compensate Licking County Employees for the number of hours for which they were scheduled to work during the emergency period. Employees not scheduled to work because of scheduled vacation or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency.

In the event a Level 2 Weather Emergency is declared by the Licking County Sheriff, the Appointing Authority will communicate appropriate procedure and updated information through the Director of the Licking County CSEA. Should the County Commissioners close their buildings during a Level 2 Weather Emergency, all provisions of a Level 3 Emergency noted above will apply.

For those Employees of Licking County Government who reside in a County other than Licking: if a Level 3 Weather Emergency is declared in the County where an Employee resides before the time the Employee is scheduled to report for work, all provisions of above apply. Should a Level 3 Weather Emergency be declared in the Employee's home County while the Employee is on duty with Licking County Government, choices outlined in below apply.

In general, an Employee who is absent, arrives late to work or who leaves work early on days when weather conditions interfere with travel can, upon approval, account for the time by

utilizing the following options:

1. Working such time in addition to their regular schedule at the regular pay rate, within the same work week, if approved by their Supervisor.
2. Charging the time to vacation leave or previously accrued compensatory time.
3. Receiving the time off without pay.

Inclement weather is not a valid reason for the use of sick leave.

The CSEA director may apply any and all of the above provisions related to the Inclement Weather policy to first year employees after they have demonstrated a willingness to flex their time within the stated work week. Any uncompensated time (less than 40 hours) remaining after flex time is used will not be subject to progressive discipline.

ARTICLE 19 SCHEDULING OF LEAVES

Section 19.1 Scheduling of Leaves Scheduling of leaves earned or accumulated pursuant to the provisions of this Agreement shall follow the procedures set forth below. These procedures shall apply to vacation leave, compensatory time, and personal time. This procedure does not apply to sick leave.

Leave requests shall be submitted to the supervisor, or designee, on forms provided by the Employer.

Leave request(s) cannot be submitted more than one year in advance of the requested date. In extraordinary circumstances, the Director may approve beyond one year with supporting documentation to include dates and cost incurred. All requests for vacation or other leave of less than three (3) days must be submitted at least one business day in advance of the requested leave. Requests for leave of three (3) days or more must be submitted at least one week in advance. The supervisor may approve, at his/her discretion, leave requests with less than one (1) business day notice.

Leaves are approved or denied based on operational needs. In the event two employees submit leave requests at the same time for the same period and operational needs permit only one employee to be approved for leave, the employee with more agency seniority will be approved.

Leave requests granted under this procedure may only be cancelled by the Employer for extreme emergency reasons.

When an employee transfers to a new position within the agency and he/she have pre-approved vacation scheduled for the same time period that an established employee on the new team has vacation scheduled, the established employee's vacation request will be honored first if both requests cannot be honored due to the operational needs of the Agency.

ARTICLE 20 UNPAID LEAVES OF ABSENCE

Section 20.1 Purpose Employees are not permitted to take time off without prior approval from the Director. Any leave that is not prior approved is subject to progressive discipline. Pre-approved leaves of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

- A. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)
- B. To attend funerals not covered by paid leave.
- C. For illness or injury in accordance with the County's Family and Medical Leave Act policy.
- D. For other reasons approved by the Director and the Commissioners.

Section 20.2 Procedure A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request and the

duration of the leave. The employee must exhaust all applicable paid leave prior to requesting unpaid leave. Employees are responsible for ensuring they have adequate leave balances. Inadequate balances are subject to progressive discipline.

Section 20.3 Conditions All such leaves will be approved or denied in writing. The length of and other conditions of each leave granted will be determined by the facts and circumstances of the case. Unless otherwise addressed in the Agreement, all fringe benefits cease while a member is on leave without pay.

Section 20.4 Return From Leave Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 20.5 Cancellation/Expiration of Leave If it is found that leave is not actually being used for the purpose which it was granted, including working for another employer, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within five (5) business days of notification of cancellation of a leave of absence, shall be just cause for removal.

ARTICLE 21 SICK LEAVE

Section 21.1 Sick Leave Accrual Payment All employees shall accrue sick leave at a rate of 4.6 hours for each completed 80 hour pay period, or prorated amount, for hours in active pay status up to a maximum of 119.6 hours per year. All sick leave will be paid at the employee's current base rate of pay.

Section 21.2 Sick Leave Usage Sick leave will be charged in minimum units of 15 minutes. An employee will be paid for sick leave only for absence due to illness or injury of the employee or a member of the immediate family on days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings, or a maximum of eighty (80) hours per pay period, or hours scheduled, whichever is less.

Sick leave is a benefit provided to public employees to aide them in offsetting the financial burden for illness and funeral purposes. Employees are expected to be in attendance daily, and sick leave shall be granted upon approval of the responsible supervisor for the following reasons: personal illness, pregnancy or related condition, child birth, injury, exposure to a contagious disease which would be communicable to other employees, or due to illness or injury, in the employee's immediate family which require the employee's absence from work or medical, dental, or optical examinations. For family member illness, pregnancy or related condition, child birth, or injury the employee's presence must be necessary. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the ill person. Sick Leave is a form of insurance and is not intended to be "extra days off". Just as an employee would only claim health insurance benefits when actually ill and needing treatment, an employee may only use sick leave when incapacitated by illness, injury or otherwise provided in this policy.

Section 21.3 Requests For Sick Leave The employee shall furnish the Employer a standard written signed request on forms supplied by the Employer, to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. The nature of the cause of sick leave request must be explained by the employee.

If an employee is expected to be absent for more than three (3) consecutive business days (on either paid sick leave or unpaid leave of absence due to illness) the employee shall submit a written statement from their medical practitioner for the leave request to be considered. The

required statement shall give the reason for the anticipated absence and the expected date of return to work of the employee.

Section 21.4 Reporting Illnesses An employee will be required to report illness at least one half hour (1/2 hour) prior to the employee's regular starting time.

Sick leave cannot be used to cover tardiness or for purposes other than those set forth in this Article.

Section 21.5 Immediate Family For purposes of this article immediate family is defined as only: Grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for funeral leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case-by-case basis not to exceed three (3) days.

Section 21.6 Sick Leave Abuse Employees on sick leave are expected to be recovering from their illness. Employees shall not conduct their personal or social affairs while on sick leave (during work time). An employee who falsifies a sick leave request, documentation, or records; who misrepresents the grounds for a sick leave request; or who uses sick leave for improper purposes shall be subject to disciplinary action up to and including discharge. Further, an employee may be disciplined for excessive or patterned sick leave use in appropriate cases, whether or not the employee has exhausted all available paid sick leave, based on indications of inappropriate use of the leave or the inability of the employee to perform the essential functions of his or her positions. Employees are expressly prohibited from engaging in either of the following during a paid or unpaid sick leave, including leave under the Family Medical Leave Act, unless expressly authorized in writing by the Director and Human Resources:

1. Any paid employment of any kind, or

2. Other activities, whether or not paid, that is inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

Sick leave is a benefit to be used solely for illness and funeral purposes, and intentional misuse will be considered theft of public funds.

It is not to be considered or used as personal days or vacation time. A regularly scheduled course of medical treatment or appointments for the employee pre-approved by the Employer which is verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use." Employees shall make reasonable efforts to schedule doctors/dentist, etc. appointments outside regular work hours.

Employees failing to comply with sick leave rules and regulations will not be paid and may be subject to discipline pursuant to Article 11.2. Application for sick leave with intent to defraud, including by means of falsification or dishonesty, may result in discipline, up to and including dismissal subject to the discipline provision, Article 11 and refund to the County of salary paid during such sick leave. All sick leave is subject to verification even if approved by a supervisor.

In cases of suspected abuse, as determined by the Director or designee, the Director or designee may require evidence as to the adequacy of the reason(s) for the employee's absences during the time for which sick leave is requested. Any such leave protected by the Family and Medical Leave Act (FMLA) shall not be considered a sick leave abuse.

Sick leave abuse may be indicated by any or all of the following:

- A. Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician's or other licensed health care provider's statement;
- B. Use of sick leave as soon as it has been credited to an employee's sick leave balance;
- C. Consistent use of sick leave on the same day of the week;

- D. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off, holidays or vacations.
- E. Falsification or misrepresentation of the reason(s) for an employee's absence;
- F. Low sick leave balances in relation to an employee's length of service;
- G. Being in unpaid status for whole or part of a day which absence is not covered by the FMLA; and
- H. The utilization of vacation time in lieu of sick time.

Section 21.7 Amount of Sick Leave Conversion at Retirement An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for thirty (30) days, or 240 hours.

Section 21.8 Qualifications for Retirement Conversion To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 21.9 Request for Retirement Conversion Eligible employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Section 21.10 Conversion on Death of Member Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 ORC, or paid to the employee's estate.

Section 21.11 Annual Conversion of Sick Leave to Vacation Time Employees that have a balance of 480 hours of accumulated sick leave on the last full pay period of each year may convert up to 48 hours of accumulated sick leave to 24 hours of vacation leave. Requests for

annual conversion must be made no later than the end of the first full pay period in January by completing the Annual Sick Leave Conversion Request Form. Such leave shall be at a two (2) to one (1) conversion ratio and will be paid at the employee's rate of pay when used.

Employees that have a balance of 480 hours of accumulated sick leave on the last full pay period of each year and have the maximum vacation balance according to the provision of this Agreement may request a conversion of up to 48 hours of accumulated, unused sick leave to 24 hours of compensation at the same two (2) to one (1) ration. Requests for annual conversion to cash must also be made no later than the end of the first full pay period in January by completing the Annual Sick Leave Conversion Request Form and will be paid at the rate of pay as of the last day of the year in which it was accumulated.

Section 21.12 Annual Conversion of Sick Leave to Personal Time Each employee is eligible to convert sick time to personal time. Employees that have a balance of at least 24 hours of accumulated sick leave for each year of service with the Agency (e.g., 1 year = 24 hours, 2 years = 48 hours, 5 years = 120 hours, etc) on the last full pay period of each year may convert up to 16 hours of accumulated sick leave to 16 hours of personal time. Requests for annual conversion must be made no later than the end of the first full pay period in January by completing the Annual Sick Leave Conversion Request Form. Such leave shall be at a one (1) to one (1) conversion ratio.

If employees convert sick time to personal time, personal time must be utilized by the end of each calendar year. Personal time will not be carried forward into the next calendar year. Any personal time not used during the calendar year shall be forfeited.

Personal time can be utilized in increments of fifteen (15) minutes and will be treated in the same capacity as Scheduling of Leaves, as defined in Article 19.1 contained herein.

ARTICLE 22

FUNERAL/BEREAVEMENT LEAVE

In the event of a death of an immediate family member, full time Employees may be granted three (3) days of funeral/bereavement leave. Usage of sick leave, upon approval of the Appointing Authority, for an additional two (2) working days will be approved to attend the funeral, make funeral arrangements or carry out other responsibilities relative to the death. For purposes of this policy, the "immediate family" is defined as only:

Grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for funeral leave purposes. Sick leave will be used. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case-by-case basis not to exceed three (3) days.

ARTICLE 23

HOLIDAYS

Section 23.1 List of Holidays Full time employees in active pay status shall have the following paid holidays:

- 1. New Year’s Day (1st day of January)
- 2. Martin Luther King Day (3rd Monday of January)
- 3. President’s Day (3rd Monday of February)
- 4. Memorial Day (Last Monday in May)
- 5. Independence Day (4th day of July)
- 6. Labor Day (1st Monday in September)
- 7. Veterans Day (11th day of November)
- 8. Thanksgiving Day (4th Thursday of November)
- 9. Last Friday of November (Day after Thanksgiving)

10. Christmas Day

(25th day of December)

Section 23.2 Holidays Observed/Paid Employees shall be scheduled off and paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above.

Section 23.3 Holidays During Leaves If a holiday occurs during a period of paid extended sick leave or vacation leave, the employee will receive holiday pay for the holiday and will not be charged sick leave or vacation leave. If a holiday occurs during an unpaid leave of absence, i.e. the employee is not in pay status the day before and the day after the holiday, the employee will not receive holiday pay. If an employee calls off on sick leave the day before or the day after, one of the above listed holidays, the employee is not entitled to holiday pay, but the holiday will be charged to sick leave; except for the following, if an employee calls off on sick leave the day before or the day after, one of the above listed holidays and upon returning to work the employee submits a written statement from their medical practitioner, the employee will receive holiday pay. For the purpose of this section, extended sick leave shall be three or more consecutive days.

Section 23.4 If the Commissioners approve additional holidays (e.g., County offices are closed to the public), bargaining unit employees will also observe the holiday.

ARTICLE 24 VACATION LEAVE

Section 24.1 Vacation Leave Accrual Each employee, after one (1) year of service with Licking CSEA, is eligible to receive a vacation. Vacation time accrued is based on length of service, with Licking County, the State, or any political subdivision of the State of Ohio and is as follows:

<u>Years of Service</u>	<u>Hours Earned Each Year</u>	<u>Hours Earned Bi-weekly (Max)</u>	<u>Max Accrual</u>
After 1 year of service	80	3.1	240
After 8 years of service	120	4.6	360
After 15 years of service	160	6.2	480

After 25 years of service 200 7.7 600

Any employee who is not in paid status for the normal work schedule for any given bi-weekly pay period will only accumulate vacation time in proportion to the hours actually paid.

The maximum vacation balance that any employee may maintain is equal to three (3) times his/her annual accrual rate based on the amount set forth above as the annual hours earned. No accumulation will occur when an employee has reached their maximum accumulation.

Section 24.2 Annual Vacation Use Vacation may be used in increments of a minimum of fifteen (15) minutes.

Section 24.3 Conversions Any employee who separates from his/her employment with the County and who has accrued unused vacation at the time of separation shall be paid for such at their current base rate of pay.

In the event of death of an employee who has, at the time of death, accrued unused vacation, such vacation time will be paid to the employee's estate and at the rate of pay in effect at the time of death.

Section 24.4 It will be the responsibility of each employee to submit verification of prior service and service credit will not be credited or vacation leave earned until the employee submits verification of prior service, such credit will then be used prospectively following the date verification is received by the Employer.

ARTICLE 25 MILITARY LEAVE

Section 25.1 Military Leave All employees who are members of the National Guard, the Ohio Defense Corps, the state and federal militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties in accordance with applicable State or Federal Laws. The employee is required to submit to the

leave granted may only take one of the administrative leave times off (either the day before the Christmas Holiday or the day before the New Year's Holiday). The leave will be granted based on seniority.

For all other Administrative Leave ~ half of the staff will leave in the AM and half in the PM of the same day the Administrative Leave is granted. Leave will be based on seniority. (Clarified ~ half of the staff will observe the approved time at the beginning of the work schedule and half of the staff will observe the leave at the end of the work schedule, which is 8:00 a.m. until 5:00p.m. Seniority will be the determining factor for which leave (am or pm) the staff member utilizes).

Nothing in this article prohibits management to exercise the right to utilize administrative leave for other purposes.

Section 27.2 Hours of Work If there is prior notification of the administrative leave, all staff members utilizing the leave will come in at 8:00 a.m. and take ½ hr for lunch. All staff members working that day not utilizing Administrative Leave may choose to come into work at 8:00 am or 8:30 am, take an hour or half-hour lunch, and work until 5:00 pm.

Section 27.3 Agency Operational Needs: Management will determine staffing needs and at least half of the staff will be able to leave. For Administrative Leave purposes there will be no restrictions with respect to classifications and working out of job class.

ARTICLE 28 TRAVEL

Section 28.1 Employees who are required or approved to travel on behalf of the County will be reimbursed at the applicable IRS rate for mileage as approved by the County Commissioners when required to use their own vehicles. Employees who are required or approved to travel by public transportation will be reimbursed for actual expenses upon submission of receipts in accordance with departmental policy.

ARTICLE 29

BARGAINING UNIT WORK/OUT OF CLASS

Section 29.1 Employees not in this Bargaining Unit shall not perform work ordinarily assigned to employees in the Bargaining Unit, except where the Commissioners officially declare that a state of emergency exists or when a bargaining unit position is temporarily vacant.

Section 29.2 Working Above Classification When an employee is temporarily required to work above their classification or pay rate for a period of five (5) consecutive business days or more, he/she shall receive the higher rate of pay while performing the duties of the higher classification unless assigned for strictly training purposes while the regularly assigned employee is also working the classification.

Section 29.3 Working Below Classification Employees temporarily required to work below their classification shall receive their regular rate of pay.

ARTICLE 30

WAGES

All employees below the starting rate after adjustment shall be placed at the starting rate annually.

Section 30.1 Classification Pay Rates

First full pay period January 2015: 1%

<u>Classification</u>	<u>Minimum pay rate</u>
Clerical Specialist 1	\$10.10 per hour
Clerical Specialist 2	\$10.58 per hour
Clerical Specialist 3	\$11.07 per hour
Account Clerk 1	\$11.07 per hour
Clerical Specialist 4	\$12.42 per hour

Account Clerk 2	\$12.42 per hour
Case Manager	\$13.13 per hour

First full pay period January 2016: 1%

<u>Classification</u>	<u>Minimum pay rate</u>
Clerical Specialist 1	\$10.20 per hour
Clerical Specialist 2	\$10.69 per hour
Clerical Specialist 3	\$11.18 per hour
Account Clerk 1	\$11.18 per hour
Clerical Specialist 4	\$12.54 per hour
Account Clerk 2	\$12.54 per hour
Case Manager	\$13.26 per hour

First full pay period January 2017: 1%

<u>Classification</u>	<u>Minimum pay rate</u>
Clerical Specialist 1	\$10.30 per hour
Clerical Specialist 2	\$10.80 per hour
Clerical Specialist 3	\$11.29 per hour
Account Clerk 1	\$11.29 per hour
Clerical Specialist 4	\$12.67 per hour
Account Clerk 2	\$12.67 per hour
Case Manager	\$13.39 per hour

Section 30.2 Annual Base Increase Employees will receive a 1% annual base increase the first full pay period of January 2015, 1% the first full pay period of January 2016, and 1% the first full pay period of January 2017.

Section 30.3 Compensation for Performance In addition to the Annual Base Increase in Section 30.2, employees are eligible to earn additional compensation based on their final raw score of their annual performance evaluation. The Performance Rating Scale outlined in Category A will be used to determine the percentage employees are eligible to earn.

Category A: Performance Rating Scale

Raw Score	% of Wage Increase	Summary
0.00 – 2.99	0.00%	Achieving a final raw score of 2.99 or below
3.00 – 3.49	1.00%	Achieving a final raw score of 3.00 – 3.49
3.50 – 3.99	1.25%	Achieving a final raw score of 3.50 – 3.99
4.00 - 4.49	1.75%	Achieving a final raw score of 4.00 - 4.49
4.50 – 5.00	2.25%	Achieving a final raw score of 4.50 – 5.00

For purposes of this Article, the following methodology will be used when calculating the performance evaluation raw score:

Each core competency subcategory will be calculated by adding the score of the individual questions together and dividing them by the total number of questions in that category. The raw scores from each core competency subcategory will be added together and divided by the total number of core competency subcategories to determine the employee's total raw score. The employee will earn a score that will be the final score (i.e. 4.13). The score of 4.13 falls in the category of 4.00 – 4.49 and the employee would receive a 1.75% increase for their compensation for performance.

Category B. Active Discipline:

Deduction for Active Discipline		
2014	(.5)	A .5 point deduction for active discipline issued during the evaluation period
2015	(.5)	
2016	(.5)	

For purposes of this Article only, active discipline is defined as discipline that has been given to an employee during the performance evaluation period (i.e. 10/1/XX – 9/30/XX). If discipline is active, but not given in the evaluation period (i.e. 3 day suspension that would remain active for 24 months) it will not be considered active discipline for purposes of this Article.

For example, if an employee receives a 3.90 total raw score, the score will be adjusted to 3.40 (i.e. $3.90 - .5 = 3.40$) for a final raw score.

In the event an employee disagrees with their annual performance evaluation, the employee may appeal the result of the evaluation to Licking County Human Resources for a meeting to discuss those results. If after that meeting, if the Union is still not satisfied with the results, the Union may appeal directly to Step 4 of the Grievance Procedure (Arbitration).

Section 30.4 Change of Job Duties and Related Compensation Each employee who voluntarily changes job duties into a lower job classification will be compensated at the starting rate of the new job classification. The Director retains the discretion to adjust the starting rate based on factors including, but not limited to, longevity, performance, and employee evaluations. Starting compensation for a lower classification of duties cannot exceed the starting compensation for the next higher job classification.

Section 30.5 Internal Applicant Promotions Internal applicants who have been promoted will receive his/her wage increase retroactive to the date of the promotion and upon successful completion of his/her 180 day probationary period.

ARTICLE 31

HEALTH INSURANCE

Section 31.1 Medical Insurance The Employer shall provide group medical, dental and life insurance coverage for each eligible employee as available for County employees as defined in the County plan. It is agreed and understood that the schedule of benefits for employees shall be as set forth for all other County employees on the Licking County Health Plan, including eligibility, all conditions and payments specified or required by individual carriers/providers of the health insurance plan and changes in insurance carriers/providers.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment (where applicable).

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

Section 31.2 Premiums Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 31.3 Flexible Spending Account Furthermore, the parties understand that under the Licking County Health Plan, the County may provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash. It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

Section 31.4 Waiver of Coverage An employee who provides satisfactory proof of coverage under another insurance plan may waive medical, vision and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually by the Licking County Health Plan.

ARTICLE 32 SEPARATION PAY

Upon separation from employment for any reason, an eligible employee shall be paid for any unused vacation, compensatory and personal time to his/her credit as of the date of such separation. Eligible employees who retire shall be paid for one-fourth (1/4) of their sick leave to a maximum of thirty (30) days. Such payment will be made within thirty (30) days of the separation.

In the event the employee has died as a direct result of injuries sustained in the course of employment with the County, his/her estate shall be paid sick time as above.

ARTICLE 33 SUBCONTRACTING

Section 33.1 The County shall not move the work of bargaining unit employees to any other Agency, including but not limited to any private Agency, governmental agency, non-profit organization, or volunteer organization, without providing two (2) weeks' notice to the Union for the purpose of meeting with the Union to discuss potential subcontracting and considering alternatives. The parties shall meet within the two (2) week period and nothing contained herein shall prevent the Agency from proceeding with subcontracting after the meeting.

Section 33.2 It is understood that the sole exceptions to the notice and meeting requirements of Section 33.1 above are, to cover needs due to temporary vacancies or absences.

ARTICLE 34

SUCCESSORS AND ASSIGNS

Section 34.1 In the event the Agency sells, assigns, transfers, devises or otherwise disposes of all of the bargaining unit work and/or positions related to the provision of child support enforcement services, it shall be a condition of such sale, transfer, assignment or other disposition of Agency transportation services that the prospective purchaser, assignee, transferee or devisee be informed of this Agreement, and agree to provide wages and similar benefits as those in this Agreement. The Agency, the Union and the Vendor shall meet and discuss in good faith language any issues related to the transfer of child support enforcement services to another entity. This Article shall be read in conjunction with Article 33, Subcontracting.

ARTICLE 35

DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER

Section 35.1 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until September 30, 2017.

Section 35.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 35.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements,

practices, and policies concerning the subject matter provided herein, either oral or written, are hereby canceled.

In witness whereof the parties have heretofore affixed their signatures this 16th day of July, 2014.

FOR LICKING COUNTY:

Elizabeth Winegar
Elizabeth Winegar, Director

Michael Yaus
Michael Yaus, Human Resources Director

Wendy Lieser
Wendy Lieser, Operations Coordinator

Sheila Myers
Sheila Myers, Labor Relations Coordinator

FOR AFSCME:

Amy Gatlin
Amy Gatlin, President

LeRoy Herd
LeRoy Herd, AFSCME Representative

FOR LICKING COUNTY
BOARD OF COUNTY COMMISSIONERS

Timothy E. Bubb
Timothy Bubb, Commissioner

Doug Smith
Doug Smith, Commissioner

Duane Flowers
Duane Flowers, Commissioner

UNION BARGAINING TEAM

Carol Osborn
Carol Osborn

Kathy Herbert
Kathy Herbert

APPROVED AS TO FORM:

Ken Oswalt
Ken Oswalt
Prosecuting Attorney