



2023 Final CBA Between Washington County CSEA & Local 772B, Ohio Council 8 AFSCME, AFL-CIO

06/18/2020

3017-01

20-MED-01-0015

39253

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WASHINGTON COUNTY CHILD SUPPORT  
ENFORCEMENT AGENCY**

**AND**

**LOCAL 772B, OHIO COUNCIL 8  
AFSCME, AFL-CIO**

**SERB CASE NUMBER**

**2020-MED-01-0015**

**Effective April 1, 2020 through March 31, 2023**

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**ARTICLE 1**  
**PREAMBLE**

Section 1.1. This Agreement between the Washington County Child Support Enforcement Agency (hereinafter referred to as the County or “Employer”) and Local 772B and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the “Union”), has as its purpose to comply with the requirements of Ohio Revised Code Chapter 4117 and to set forth the full and complete understanding and agreement between the parties governing wages, hours, and other terms of employment for those employees who are in the bargaining unit as hereinafter defined.

Section 1.2. In the event that any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties shall meet at a mutually agreeable time in an attempt to legally modify the invalidated provisions by good faith negotiations on the same subject matter.

Section 1.3. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has the authority to do so. Specifically, this Agreement shall supersede Ohio Civil Service Law (O.R.C. 124 et seq).

**ARTICLE 2**  
**RECOGNITION**

Section 2.1. The Employer recognizes the Union as the exclusive representative for all employees of the Washington County Child Support Enforcement Agency as specified below:

- Included: Case Manager, Account Clerk II and III, Legal Secretary, and Customer Service Representative.
- Excluded: All casual and seasonal employees, and management level employees, confidential employees (secretary to the Director), professional employees, supervisors and student employees as defined in the Act, including the Director, Staff Attorney and Administrative Hearing Officer.

Section 2.2. In the event that the Employer establishes a new position or classification which did not exist on the effective date of this Agreement, the Employer shall provide the Union with notice of creation of the new position and/or classification and a copy of the duties proposed for the position and/or classification. On request of the Union, the parties will meet to discuss whether such classification or position warrants inclusion in the bargaining unit under the standards of the Ohio Revised Code, Chapter 4117. If the parties cannot agree on the bargaining unit status of the newly created classification or position, a petition for unit clarification will be filed at the State Employment Relations Board. The decision of the SERB will be final for the life of the Agreement.

**ARTICLE 3**  
**DUES CHECK OFF AND UNION SECURITY**

Section 3.1. The Employer agrees to deduct Union fees, assessments and other monies in the amount certified by the Union, from the pay of all bargaining unit employees who have voluntarily joined the Union and have signed payroll deduction authorization cards. Employees authorizing payroll deduction shall submit an individual written authorization card bearing their signature to the Employer. The Employer shall accept payroll deduction cards from either the employee or the Union. The Employer will check off and remit to Ohio Council 8 the amount of fees and assessments directed by the Union. The total amount of fees, assessment or other monies deducted, together with a separate alphabetical list of the names of employees for whom deductions are made, shall be remitted to the Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512 no later than the tenth (10<sup>th</sup>) day following the end of the second pay period of the month. A copy of this list shall also be transmitted to the Ohio Council 8 Athens Regional office.

Section 3.2. Union Membership Revocation/Maintenance of Membership. Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Union Dues Revocation. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of the employee's dues checkoff authorization cards are available from the Union upon request.

Section 3.3. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer (or promotion) to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms.

Section 3.4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 3.5: The Union agrees that it will indemnify, defend, and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this Article.

**ARTICLE 4**  
**UNION REPRESENTATION**

Section 4.1. The Union shall submit to the Employer in writing and notify the Employer immediately of any changes regarding the names of its officers and AFSCME Representatives who are authorized to speak on behalf of the Union. Submitted with these names will be the addresses,

home telephone numbers, and Union Office held. No one shall be permitted to function as a Union Representative until the Union has presented the Employer with written certification of that person's election or appointment.

Section 4.2. Either the Union Steward, bargaining unit representative, or Staff Representative from AFSCME Ohio Council 8 shall be authorized to represent bargaining unit employees in the grievance procedures per Article 9.

Section 4.3.

- A. The investigation and processing of a grievance may be on duty time, provided the Steward has the prior approval of the Director, which shall not be unreasonably denied. If approval is granted, the Steward will immediately contact the Director to report the beginning time of this activity. At the completion of this activity, the Steward will report back to the Director that activity is completed. The total time allowed per week for this activity will not exceed one (1) hour, if needed during work hours for this purpose.
- B. Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.4. Rules governing the activity of the Union Representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the work duties of other employees, except to the extent authorized in Section 4.3 above.
- B. Union activity other than that authorized by Section 4.3 shall not be conducted during working hours except for breaks and lunch periods.

Section 4.5. Union Staff Representatives from AFSCME Ohio Council 8 will be permitted access to the Employer's premises for the purpose of administration of this Agreement and attendance at meetings and hearings prescribed by this Agreement, provided the Representative provides advance notice to the Director or his/her designee explaining the purpose of the visit, and estimating the time necessary to conduct his/her business.

Section 4.6. The Union may use the Employer's premises for Union meetings during non-working hours and upon advance notice and approval of the Employer.

Section 4.7. Two (2) employees selected as delegates or alternate delegates to any Union Conference or convention shall be permitted to use annual leave or, at the employee's option, unpaid leave, to attend such conference or conventions.

Section 4.8. The Employer shall provide space for a lockable filing cabinet. When a private meeting between Steward and employee, as authorized in Section 4.3, cannot be conducted in the

privacy of either the Steward or employee's offices, then the Steward and employee may request the use of a private office, which request will not be unreasonably denied.

**ARTICLE 5**  
**BULLETIN BOARDS**

Section 5.1. The Union shall have access to a bulletin board of the Employer for purposes of Union notices, meetings, literature, and etc.

Section 5.2. The items posted shall not be political, partisan, defamatory or have:

- A. Personal attacks upon any employee or official of the County;
- B. Scandalous, scurrilous or derogatory attacks upon an employee or official of the County;
- C. Attacks on any other employee organization.

**ARTICLE 6**  
**LABOR-MANAGEMENT MEETINGS**

Section 6.1. In the interest of effective communications, either party may request a Labor-Management Meeting. Such request shall be made in writing and be presented to the other party not less than five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of up to four (4) representatives who will be attending. A Labor-Management meeting shall be scheduled as needed within a reasonable time period upon a mutually acceptable date.

Section 6.2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Changes made by the Employer or Management team which affect the bargaining unit employees;
- C. General information of interest to the parties;
- D. All parties to share views of their members and/or make suggestions on subjects of interest to their members;
- E. Health and safety matters relating to employees.

Section 6.3. Said meetings are not intended to replace any other meeting called by Management.

Section 6.4. The Labor-Management meeting shall not exceed a two (2) hour time period.

**ARTICLE 7**  
**PLEDGE AGAINST DISCRIMINATION**

Section 7.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, national origin, union affiliation, religious affiliation or political affiliation. The Union and the County shall share equally the responsibility for applying this provision of the Agreement.

The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be stayed pending resolution of the matter through the administrative agency and/or courts. The final decision of the administrative agency or court (including all applicable appeals) shall be deemed final and binding on the issue presented in the grievance.

Section 7.2. The Employer or the Union shall not solicit bargaining unit employees to make political contributions.

Section 7.3. Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

Section 7.4. All references to employees in this Agreement are designated for both sexes and will be written as he/she. If any masculine or feminine gender is used it shall be construed to include both male and female employees.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

Section 8.1. The Employer possesses sole right to operate the agency and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as 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 policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. To determine the hours of work, work schedules, and work assignments;
- F. Suspend, discipline, demote, or discharge for just cause;



- G. Determine the adequacy and size of the work force;
- H. Determine the mission of the Employer as a unit of government;
- I. Effectively manage the work force;
- J. Institute reasonable work rules;
- K. Take actions to carry out the mission of the Employer as a governmental unit.

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

Section 9.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 9.2. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance. The names of all personnel involved in the issue shall be listed on said grievance but only with their approval. The Union may file a policy grievance if a situation arises that affects all members of the bargaining unit. One (1) employee selected by the Union will process the grievance, and all parties will be bound by that decision. New hire probationary employees shall not have access to the grievance procedure.

Section 9.3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step, unless withdrawn by grievant or Union in writing without prejudice prior to deadline to appeal to next step. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure within the timeline provided.

Section 9.4. The written grievance shall be submitted on the grievance form supplied by the Union, and shall contain the following information:

1. Aggrieved employee’s name(s);
2. Aggrieved employee’s classification(s);
3. Date and time of the incident giving rise to the grievance;
4. Date and time the grievance was first discussed;
5. Date grievance was filed in writing at Step 2;

6. A statement as to the specific Article and Section of the Agreement violated;
7. A brief statement of the facts involved in the grievance; and
8. The remedy requested to resolve the grievance.

The Director shall return the grievance form to the Union for completion if any of the above information is missing. The Union shall return the corrected grievance form within two (2) working days to be considered timely.

Section 9.5. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article shall not include Saturdays, Sundays, holidays, scheduled days off, or sick leave.

Section 9.6. Each grievance shall be processed in the following manner:

— INFORMAL

The grievant and/or Union shall present any alleged grievance orally to the employee's supervisor within five (5) work days of the occurrence of the alleged grievance. The supervisor shall respond orally to the employee and/or Union.

STEP 1 – SUPERVISOR

If the grievance is not resolved at the informal meeting the employee shall present any alleged grievance in writing to the employee's supervisor within five (5) work days of the informal meeting. The supervisor shall respond in writing to the employee and/or Union by the end of the third (3<sup>rd</sup>) working day after the presentation and discussion of the alleged grievance.

STEP 2— DIRECTOR

If the grievance is not resolved in Step 1, the employee may file the written grievance form provided in Section 9.4 to the Director within five (5) working days after receiving the Step 1 reply. The grievance must be given to the Director and receipt acknowledged.

The Director, upon receipt of the written grievance, shall schedule a formal meeting within seven (7) working days of receipt between the Director or designee, the grievant, the Local Union Representative, and the Staff Representative, if requested by the Local Representative. An employee may grieve without the representation of the Union so long as the Union has the opportunity to be present at the meeting. Within five (5) working days after the hearing, the Director shall provide the employee with his/her her written response to the grievance.

STEP 3 – GRIEVANCE MEDIATION

If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, within ten (10) calendar days after Director's response, submit the grievance to mediation only by mutual

written agreement. The parties shall use FMCS mediators and follow FMCS guidelines. The action(s) or recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for purposes of arbitration.

#### STEP 4 — ARBITRATION

1. Within fifteen (15) working days after the Director's response or Mediation, the Union may refer the grievance to an arbitrator by giving written notice and a request for a list of arbitrators to the Director and to the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the FMCS within ten (10) working days after the receipt of the list. The parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. The parties shall alternate the first strike from one case to the next. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, either party may request one (1) time that the list be rejected and submit a request for another list from the FMCS.
2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon by the parties. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision shall include a statement of the exact issue submitted to the Arbitrator. The decision of the arbitrator shall be final and binding upon the grievant, the Union and the Employer.
3. The arbitrator shall not have the authority to add to, subtract from, modify, ignore, change or alter any of the provisions of this Agreement, nor add to, detract from, ignore, or modify the language therein arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator must apply, and has no authority to ignore, federal or state law and legal precedent that is applicable to an issue presented. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her determination.
4. The costs of the arbitrator shall be borne equally by the parties.

### **ARTICLE 10** **DISCIPLINARY PROCEDURES**

Section 10.1. No bargaining unit employee shall be reprimanded, suspended, demoted or terminated from duty without just cause. No bargaining unit employee shall be suspended, demoted or terminated without first being afforded the opportunity for an administrative hearing before the Employer or designee as provided in Section 10.2, except where it is necessary to immediately relieve the employee from duty due to gross misconduct. When an employee has

been relieved without a hearing the employee will be afforded an administrative hearing within three (3) working days, except in cases where a criminal investigation may occur, the administrative hearing may be delayed until after disposition of the criminal charges at the discretion of the employer. The employee may waive the administrative hearing.

Section 10.2. When an employee is to be charged in an administrative hearing with a violation that may result in the employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The employee shall be given a notice three (3) business days in advance of the hearing and the notice shall advise the employee of the general nature of the suspected violation, and
- B. The employee shall be advised in the notice of his/her right to be represented by a Union Representative at such hearing.
- C. It is understood that if Management's decision results in the suspension, demotion or dismissal of the employee, that this action may be appealed through the grievance procedure.
- D. At the discretion of the Employer, in cases where a criminal investigation may occur, the administrative hearing may be delayed until after disposition of the criminal charge.
- E. At the discretion of the Employer, an employee may be placed on administrative leave or reassigned while an investigation is being conducted.
- F. The Director shall make a final decision on the recommended disciplinary action within five (5) working days after the conclusion of the administrative hearing. At the discretion of the Employer, the five (5) working day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.
- G. If a final decision is made to impose discipline, the employee and the Union shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased for the same infraction.
- H. Disciplinary measures imposed shall be reasonable and commensurate with the offense and other prior offenses within the time limits of Section 10.4.
- I. An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass, or coerce an employee.

Section 10.3. The Employer will not impose discipline in the presence of other employees, clients, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others. In the event that a supervisor finds it necessary to verbally reprimand an employee, the employee shall be notified that a record of such reprimand is being maintained in the employee's personnel file.

The supervisor shall provide the employee with a copy of any record of reprimand entered in the employee's personnel file. The employee must merely acknowledge receipt of same by signing and dating the original copy of such record.

Section 10.4. In determining the appropriate discipline to impose, the Employer shall not consider prior disciplinary action which was imposed more than twelve (12) months for verbal and written reprimands and eighteen (18) months for suspensions and demotions prior to the presently contemplated action unless there has been other disciplinary action imposed within that period.

Section 10.5. Written and verbal reprimands, suspensions, demotions, and dismissals are subject to the grievance procedure set forth in Article 9. Written and verbal reprimands may only be processed through Step 2 of the grievance procedure.

## **ARTICLE 11**

### **PERSONNEL FILES AND JOB DESCRIPTIONS**

Section 11.1. Any employee shall be permitted to review his/her personnel records in the presence of the Director or his/her designee and may receive a copy of any item in his/her file at a normal fee to cover the cost of duplication during non-working time, but during the time the agency is open. The Employer shall not suffer any loss of the employee's service as a result of the activity. Any attempt by the employee to alter or remove items from the file is just cause for disciplinary action.

Section 11.2. The Employer, after consultation with the Union, shall develop job descriptions for each bargaining unit classification. Each employee shall be furnished a copy of his/her job description.

Section 11.3. The Employer shall conduct periodic performance evaluations of all personnel.

## **ARTICLE 12**

### **WORK RULES**

Section 12.1. The Union recognizes the Employer in order to carry out his/her statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with statutory authority, to regulate the workplace, conduct of employees and the conduct of the Employer's services and programs.

Section 12.2. Work rules, policies and directives shall not violate any provisions of this Agreement and shall be interpreted and applied uniformly to all employees.

Section 12.3. Copies of new or amended work rules, policies and procedures shall be provided to the employees.

Section 12.4. The Employer shall give the Union a three (3) day written advance notice of any changes in work rules.

**ARTICLE 13**  
**SENIORITY**

Section 13.1. Three (3) types of seniority shall be established for all full-time permanent employees of the Child Support Enforcement Agency.

- A. Classification Seniority. The length of continuous service as a full-time permanent employee of the Child Support Enforcement Agency in the same classification beginning with the last date of entry into said classification.
- B. Bargaining Unit Seniority. Defined as the continuous length of service as a full-time permanent employee in the bargaining unit of the Child Support Enforcement Agency as computed from the employee's most recent date of entry into the bargaining unit.
- C. Agency Seniority. Defined as the continuous length of service as a full-time permanent employee in the Child Support Enforcement Agency payroll based on the last date of hire into the Agency.

Between January 1<sup>st</sup> and January 31<sup>st</sup> of each calendar year, employees may request leave for the remainder of the year. Leave requested during this period will be granted based on agency seniority and according to the operational needs of the Agency. After February 1<sup>st</sup> of each calendar year if two (2) or more employees submit a leave request on the same day requesting the same day off, and according to the operational needs of the agency, requests shall be granted based on agency seniority.

Section 13.2. Seniority shall be broken when an employee:

- A. Resigns;
- B. Is discharged for just cause, or,
- C. Is laid off and not recalled within the time limits outlined in Article 14.

Section 13.3. An employee who accepts a non-bargaining unit position with the Employer shall not accrue bargaining unit seniority in that position and shall forfeit all previously accumulated bargaining unit seniority one (1) year after accepting the position.

Section 13.4. The Employer agrees to furnish the Union Representative a seniority list annually by February 1. The respective lists will include the employee's name, agency seniority, classification seniority and bargaining unit seniority. The Employer shall post such lists. An employee desiring to challenge any information on a seniority list must notify the Employer in writing of such challenge within ten (10) working days after the first date of posting or the information on the seniority list shall be deemed correct and binding upon the employees and the Union.

**ARTICLE 14**  
**LAYOFF AND RECALL PROCEDURES**

Section 14.1. When it becomes necessary to reduce the number of employees in the bargaining unit, the following layoff procedure shall be followed:

- A. The Employer shall determine in which classifications the layoffs are to occur.
- B. Reduction in the work force will occur by laying off the least senior bargaining unit employee in the affected classification. All part-time employees shall be laid off first.
- C. Employees who have been displaced as a result of layoff or job abolishment shall have the right to exercise their bargaining unit seniority in any similar or lower rated classification in the bargaining unit for which the bumping employee is qualified. Lower rated classification means a classification which has a lower wage scale. An employee bumping into a lower rated classification shall be placed in the lower wage scale as he/she occupied in his/her prior position.
- D. The Employer shall give the affected bargaining unit employees, with a copy to the Union, twenty-one (21) calendar days advance written notice of their layoff indicating their right to bump employees in any similar or lower classification, within the bargaining unit for which they are qualified.
- E. The affected bargaining unit employees shall have seven (7) calendar days in which to submit their written request to exercise their right to bump into any other similar or lower rated bargaining unit position for which they are eligible and qualified, and for which they have more bargaining unit seniority than the person who occupies that position. Provided, however, that when there are multiple position holders in the classification subject to the bump, the bumping employee may only bump the position holder with the least bargaining unit seniority. Any employee not submitting such request within seven (7) calendar days shall be considered to have accepted the layoff.
- F. Any bargaining unit employee who is bumped out of his/her position may exercise the same layoff rights as outlined in item E above.

It is the intent of this Article to supersede O.R.C. Sections 124.321, 124.322, 124.323, 124.324, 124.325, 124.326, 124.327, and 124.328.

Section 14.2. When it is determined by the Agency to fill a vacancy or to recall employees in a classification where the layoff occurred, the following procedure shall apply:

- A. Those employees who are bumped but are able to remain working in the Agency due to their bargaining unit seniority will, if they possess the greatest amount of bargaining unit seniority, have first option to accept any bargaining unit position from the pay range that they are currently serving, up to and including the pay range they were bumped out of, provided they meet the minimum qualifications for the position. This process will be repeated until such time as there remains no one either eligible or interested in the open positions. Then at that point, the Employer will offer, based on the greatest bargaining unit

seniority, position(s) to employees who were laid off for which they meet minimum qualifications and in which the pay ranges are either less than or equal to what the laid off employee left the Agency due to lay off.

- B. Any employee recalled under this Article shall not serve a new probationary period except for any employee laid off who was serving an original or promotional probationary period shall complete that probationary period.
- C. Employees shall have recall rights for a period of two (2) years.
- D. Notification of recall shall be by certified mail, return receipt requested, to the employee's last known address. Employees shall maintain a current address on file with the Agency. If the employee fails to notify the Agency of his/her intent to report to work within ten (10) calendar days of receipt of the notice of recall, he/she shall forfeit recall rights and be terminated. If the recalled employee does not actually return to work within thirty (30) calendar days, recall rights shall be forfeited and the employee shall be terminated.

## **ARTICLE 15**

### **VACANCIES, PROMOTION AND TRANSFER PROCEDURES**

Section 15.1. Whenever the Employer determines that a bargaining unit vacancy exists within the Employer's agency and such bargaining unit vacancy is not filled through recall from a layoff list, a notice of such bargaining unit vacancy shall be posted on the Employer's bulletin board for a period of five (5) consecutive agency working days, not including the date of posting. The Employer shall not be obligated to consider applications submitted after the five (5) consecutive agency working day period or from applicants who do not meet the minimum qualifications for the position as stated on the posting.

Postings shall contain the classification title, working title, qualifications, brief summary of job duties, pay range, and step one of the pay range.

Section 15.2. Unless the Employer has, subsequent to the posting, posted a notice of revocation of the vacancy notice, all applications timely filed shall be reviewed by the Employer. The bargaining unit positions shall be awarded and filled within fifteen (15) calendar days of the last posting date to an applicant in the following order;

- A. The bargaining unit position shall be awarded to the applicant with the greatest bargaining unit seniority who possesses the qualifications for the position. This pool of employees would encompass promotions, demotions, or no change in pay range.
- B. If no applications are received from bargaining unit employees, or if no bargaining unit employee is qualified, then the Employer may hire from outside the bargaining unit.

Section 15.3. Promotion is the movement of an employee to a posted vacancy with a higher pay range. An employee who is in the bargaining unit and who is promoted will receive an increase in rate of pay over what he/she received in previous position.



Demotion is the movement of an employee to a posted vacancy with a lower pay range. An employee who is in the bargaining unit and bids on demotion and who is demoted will receive a decrease in rate of pay over what he/she received in previous position. The need for posting does not apply to disciplinary or probationary demotions which can occur without a posted vacancy.

Pay range transfer is when an employee goes from one classification to another classification and both have the same pay range. An employee who is in the bargaining unit and who is pay range transferred will receive no rate of pay change over what he/she received in previous position.

Section 15.4. No employee who has worked in their same classification and status for less than six (6) months may be considered for promotion, demotion or pay range transfer. This does not apply to disciplinary or probationary demotions which can occur without a posted vacancy.

Section 15.5. The probationary period for newly hired full-time employees shall be one hundred eighty (180) days. Promoted and demoted pay range transfer full-time employees who successfully bid on a posted position shall serve a probationary period of sixty (60) days. The part-time employee probationary period is set forth in Article 32 of this Agreement.

It is understood the Employer can return promoted, demoted, and pay range transfer employees to their former classification at their previous rate of pay for that classification any time during probationary period. Employees shall have a right to return to their former position anytime during their promotional probationary period. Once an employee opts to return to their previous position during their probationary period, the Employer is obligated to re-post the position pursuant to 15.1.

The Employer can terminate a newly hired employee any time during the probationary period time frame. Newly hired employees who are terminated during the probationary period are not permitted to grieve their termination through the grievance procedure.

Section 15.6. When an employee successfully bids on a new position within the office, the following rules will apply:

1. The employee will work four (4) hours per day for five (5) days in their new position and be paid at the new hourly rate for those hours. (TRAINING)

AND

The employee will work four (4) hours per day for five (5) days in the old position, and be paid at the old hourly rate for those hours. (POSTING TIME)

2. AFTER the initial five (5) days, the employee will continue at their new position hourly rate on a full-time basis.
3. If employee is required to assist with training the replacement in their old position, the employee's current hourly rate will be used for calculation of overtime rates.
4. The employee's probationary period begins upon the employee's first day in their new position, whether that be in a training capacity as set forth in item 1 or not.

NOTE: Item 1 is the same five (5) days split by a.m. and p.m.

**ARTICLE 16**  
**HEALTH AND SAFETY**

Section 16.1. The Employer shall make reasonable provision for the safety, health and welfare of its employees. The Union agrees to work cooperatively in maintaining safety in the Washington County Child Support Enforcement Agency.

Section 16.2. The Employer agrees to discuss safety conditions and practices with the employees. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, supplies and equipment provided by the Employer and the Employer is responsible for safe and proper care and maintenance of the same.

Section 16.3. Written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall be provided upon request of the employee or the Union.

Section 16.4. Duty to Report: All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the Employer, no matter how slight the accident/incident within twenty-four (24) hours of occurrence.

Section 16.5. Vehicles: It shall be the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citation he/she may have been involved with or received while on County business. Employees shall obey all applicable state law, executive order and rules. Failure to do so may result in disciplinary action.

Section 16.6. First Aid Supplies: The Employer shall provide bandages, peroxide, merthiolate, adhesive tape and gauze for use by the employees.

**ARTICLE 17**  
**HOURS OF WORK AND OVERTIME**

Section 17.1. The standard work week for all full-time employees covered by the terms of this Agreement shall be five (5) consecutive eight (8) hour working days, exclusive of an unpaid lunch period, Monday through Friday.

However, between the 1<sup>st</sup> Monday after Memorial Day holiday through the Friday prior to Labor Day holiday ("summer period"), employees may choose to work a schedule of four (4) ten (10) hour days, starting at 7 a.m. and ending at 5:30 p.m. with a half-hour unpaid lunch period. The schedule reverts to eight (8) hours days during the 4<sup>th</sup> of July week. Scheduling is subject to the operational needs of the Agency. The employee must submit their requested work schedule for the entire summer period to their Supervisor two weeks prior to the Memorial Day holiday.

Section 17.2. An employee may choose to take a thirty (30) minute or one hour lunch period upon hiring. That will become the employee's permanent lunch period. If an employee chooses an hour lunch, the employee's work day shall start at 8:00 am and end at 5:00 pm. If an employee chooses a thirty (30) minute lunch, that employee's work day shall either start at the same time as an employee taking an hour lunch but will end thirty (30) minutes earlier or the employee's work day may start at 8:30 am and end at 5:00 pm.

Section 17.3. Each employee who works an eight (8) hour day shall be given a non-accumulating fifteen (15) minute break period in the morning and in the afternoon. Employees who work more than (4) hours but less than eight (8) hours a day shall be entitled to one fifteen (15) minute break. No breaks shall be taken during the first hour of the day, one-half hour before or after lunch, or during the last hour of the day.

Section 17.4. Overtime: When an employee is required by the Employer to be in active pay status for more than forty (40) hours in any calendar week, the following shall apply:

Overtime hours that are worked and overtime hours that are refused by an employee shall be charged to that employee. Overtime shall be distributed equally, insofar as may be reasonably practicable, on a rotating basis by bargaining unit seniority among those who normally perform the job duties. There shall be no pyramiding of overtime. Specific arrangements for implementation of these overtime provisions shall be worked out by the Employer. Such arrangements shall recognize that, in the event the Agency Head or designee has determined the need for overtime and if a sufficient number of employees is not secured through the above provisions, the Agency Head or his/her designee shall have the right to require the least senior employee(s) who normally performs the job duties to perform said overtime.

It is understood and agreed by the parties that when the Employer has determined an emergency condition exists, any and/or all employees may be required to work overtime.

Section 17.5. Payment For Overtime: All employees shall be compensated for overtime worked. The employees may choose either of the following compensations:

A. Hours in active pay status more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for such time over forty (40) hours.

OR

B. Hours in active pay status more than forty (40) hours in any calendar week shall be compensated with compensatory time off at the rate of one and one-half (1½) hour off for every hour worked past the forty (40) hours in active pay status. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is reached, any hours in excess of two hundred forty (240) will be paid. Compensatory time must be used within two hundred seventy (270) days from when it was earned. Compensatory time not used within two hundred seventy (270) days shall be paid to the employee at the employee's current regular rate of pay.

Upon termination of employment, an employee shall be paid for unused compensatory time at the final regular rate received by the employee.

Section 17.63. Weather Emergency: When a state of emergency is declared by the Governor, the County Sheriff in the county in which the employee resides or the Washington County Sheriff, or the City Mayor in which the employee resides or the Marietta City Mayor which prohibits travel for all non-essential employees or when the offices of the Washington County Child Support Enforcement Agency are ordered closed for business by the Director (weekends and holidays excluded), all employees scheduled to work shall be paid for those hours missed as a result of the emergency or closing.

## **ARTICLE 18** **WAGES**

### Section 18.1.

Employees shall receive the following over the course of the three (3) year contract:

- A. Effective April 1, 2020, all employees in the bargaining unit shall receive a \$1.00 an hour wage increase. Effective April 1, 2021, all employees in the bargaining unit shall receive a two percent (2%) increase. Effective April 1, 2022, all employees in the bargaining unit shall receive a two percent (2%) increase.

### Section 18.2.

- A. An employee who is awarded a promotion shall receive a minimum of four percent (4%) increase from current salary or the base rate of the new classification whichever is greater.
- B. An employee who is demoted or successfully bids to a lower classification shall receive a four percent (4%) decrease from current salary per classification level.

The following schedule shall ONLY be used for purposes of determining new employee base rates, and for determining new hourly wages in each position upon a promotion, demotion, bidding to lower classification or transfer of employees.

<b>Base Rate for Classifications</b>	<b>April 1, 2020</b>
<u>Classification I:</u> Case Manager and Account Clerk III	\$12.04
<u>Classification II:</u> Data Entry Technician/Accountant; Legal Secretary; Customer Service Representative; and Account Clerk II	\$11.21

Section 18.3. Employees who reach the following milestone anniversary years: 5, 10, 15, 20, 25,

and 30 year after the effective date of this agreement, shall be entitled to a twenty-five cent (.25) longevity increase in their hourly rate of pay in the payroll period following the employee's anniversary date.

**ARTICLE 19**  
**PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

Section 19.1. The Employer shall "pick up" contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each employee shall be the percentage of the employee's contribution to the Public Employees' Retirement System. The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer in regard to tax purposes.
- B. The "pick up" percentage shall apply uniformly to all members of the bargaining unit.

**ARTICLE 20**  
**PLUS RATING**

Section 20.1. When an employee is required by the Employer to perform the work of a higher classification, he/she shall receive an increase in rate of pay for the higher classification if he/she performs said work for at least seven (7) consecutive working days. The base rate of pay of the higher classification shall commence with the seventh (7<sup>th</sup>) working day and shall be retroactive to and including the first day worked in that capacity.

Section 20.2. An employee may be temporarily assigned work in a lower classification but shall continue to receive his/her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

**ARTICLE 21**  
**HOLIDAYS**

Section 21.1. Full-time employees in active pay status shall be entitled to the following paid holidays:

- |  |                        |
|--|------------------------|
| New Year's Day                           | Martin Luther King Day |
| President's Day                          | Memorial Day           |
| Independence Day                         | Labor Day              |
| Columbus Day                             | Veteran's Day          |
| Thanksgiving Day                         | Thanksgiving Friday    |
| Christmas Eve Afternoon<br>(after 12:00) | Christmas Day          |
| 1½ Floating Holiday                      |                        |

The scheduling of personnel off on floating holiday time will be accommodated according to the operational needs of the Agency.

Section 21.2. Full-time employees in active pay status shall be paid for the number of hours that they would normally be required to work at their straight-time hourly rate for each of the holidays listed in Section 1 of this Article when no work is performed on such holidays.

Section 21.3. Employees who are required to work on any holiday shall be paid for the holiday pursuant to Section 2 of this Article and, in addition, shall receive pay at one and one-half (1½) times their hourly rate of pay for all hours worked on the holiday.

Section 21.4. A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

Section 21.5. Any employee who uses Leave Without Pay the working day before a holiday or the working day after a holiday or both will not be eligible for holiday pay.

## **ARTICLE 22** **INSURANCE**

Section 22.1. The Employer shall make available to bargaining unit employees major medical/hospitalization insurance plans. Prior to any change in the plan, the Union shall be notified and shall be provided the opportunity to provide input and discuss the impact of any proposed changes. During the term of this Agreement, the Employer and employees shall share in the premium contributions within the employee's category (single; employee and child; employee and spouse; or family) with eighty percent (80%) of the premium paid by the Employer and twenty percent (20%) by the employee except as otherwise provided in this Article.

If the Employer's insurance plan offers a voluntary Wellness program, bargaining union employees will be provided with the same Wellness program under the same terms as offered to non-bargaining unit employees so long as the Wellness program offers incentives which provide employees with a way to cumulatively decrease the employee share of insurance premium below 20% if all Wellness incentives are met. Should employees not participate in the Employer's Wellness program or not achieve all Wellness incentives, the employee share of the insurance premium may be more than 20%.

However, should the Employer no longer provide a Wellness program which provides employees with Wellness incentives capable of cumulatively decreasing the employee's premium below 20%, then the Employer and employees shall thereafter share in the premium contributions within the employee's category (single; employee and child; employee and spouse; or family) with eighty percent (80%) of the premium paid by the Employer and twenty percent (20%) by the employee.

The employees contribution shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service code (as long as this is permitted).

Section 22.2. The sole determination of the insurance carrier rests with the Employer. The Employer may provide to the bargaining unit a flexible benefits plan on the same basis this plan is offered to non-bargaining unit County employees.

Section 22.3. For the life of this Agreement, the Employer shall contribute sixty-three dollars and seventy-five cents (\$63.75) per month for each full-time bargaining unit employee who remains in active pay status and who has completed his/her initial probationary period to the Ohio AFSCME Care Plan. The Employer shall not be responsible for any change in the benefits of the fund.

Section 22.4. Employees on authorized Family and Medical leave, whether paid or unpaid, shall be continued on the group health insurance plan for up to twelve (12) weeks, provided the employee makes direct payment for his/her share of the premiums at the beginning of each month that he/she will be in unpaid status.

**ARTICLE 23**  
**ANNUAL LEAVE/EXTENDED ILLNESS LEAVE**

Section 23.1. Annual Leave shall be supplied according to the schedule that applies below:

ACCRUAL BASIS: All full-time employees hired after April 1, 2017 shall accrue Annual Leave according to the following schedule:

<u>Length of Continuous Service</u> <u>In The Bargaining Unit</u>	<u>Hours Accrued</u>
0 Days – 119 Days	2 Work Days (16 hours)
120 Days – 364 Days	3 Work Days (24 Hours)
365 Days — 2189 Days	(7.08 hours per bi-weekly pay period) 23 Days/yr
2190 Days — 4744 Days	(8.61 hours per bi-weekly pay period) 28 Days/yr
4745 Days — 7299 Days	(10.15 hours per bi-weekly pay period) 33 Days/yr
7300 Days — 9124	(10.80 hours per bi-weekly pay period) 35 Days/yr
9125 Days or More	(11.69 hours per bi-weekly pay period) 38 Days/yr

NON-ACCRUAL BASIS: Employees hired prior to April 1, 2017 shall continue to be credited with Annual Leave on their anniversary date according to the following schedule:

<u>Length of Continuous Service</u> <u>In The Bargaining Unit</u>	<u>Entitlement Hours</u>
0 Days — 119 Days	2 Work Days (16 Hours)
120 Days — 364 Days	3 Work Days (24 Hours)
365 Days — 2189 Days	23 Work Days (184 Hours)
2190 Days — 4744 Days	28 Work Days (224 Hours)
4745 Days — 7299 Days	33 Work Days (264 Hours)
7300 Days — 9124	35 Work Days (280 Hours)
9125 Days or More	38 Work Days (304 Hours)

Entitlement to annual leave will be based on length of continuous service in the bargaining unit of this Agency only.

Section 23.2. Employees may utilize Annual Leave for vacation, illness, or personal business. All leaves are charged in fifteen (15) minute increments. Notification requirements for the use of Annual Leave are as follows:

- A. Vacation: Employees desiring to schedule Annual Leave for vacation purposes are required to submit a request to the Director or designee no less than twenty-four (24) hours in advance of the requested starting date. Approval shall be subject to the manpower requirements of the Agency.
- B. Personal Leave: Employees desiring to use Annual Leave for reasons of Personal Leave are required to submit a request to the Director or designee twenty-four (24) hours in advance. The Director may waive this time requirement when special circumstances warrant. Approval shall be subject to the manpower requirements of the Agency.
- C. Illness: Employees may use Annual Leave for personal illness, illness of a relative, or for reasons of death of any relative. When an employee is unable to report to work due to personal or family illness, he/she shall call the Customer Service Representative (or Supervisor if in Leave Without Pay status) within the first thirty (30) minutes after the start of the normal work day. Any other prior scheduled illness time shall be charged in fifteen (15) minute increments. Illnesses of an emergency nature occurring within the last hour of the working day shall be charged at actual time. When an employee utilizes Annual Leave for medical appointments that are not scheduled at least 24 hours in advance or when the employee is absent for illness more than three (3) consecutive working days, the employee shall furnish a statement or invoice from the doctor. Falsification of such a statement shall be grounds for disciplinary action including dismissal.

Section 23.3. Annual Leave not used by an employee during his/her leave year may, at the employee's option, be converted either to cash at the rate of 50% of unused leave, or to Extended Illness Leave at the rate of 150% of unused leave converted. An employee may elect to convert Annual Leave under either or both of the above plans. The Employer shall notify the employee of his/her Annual Leave balance on the last day of his/her Annual Leave period. The employee shall notify the Employer within ten (10) days after receiving notice of the balance of how he/she wants to convert the unused balance. Should the employee fail to give the conversion notice within ten (10) days, such balance shall be converted to Extended Illness Leave. An employee may also elect to carry over up to forty (40) hours of unused annual leave from one annual leave year to the next.

Section 23.4. An employee who exhausts his/her Annual Leave and becomes ill or injured shall be eligible for paid or unpaid leave as follows:

- A. The employee may be placed on Disability Leave, consistent with Section 27.3 of this Agreement, or



- B. The employee may request to use Extended Illness Leave as established in this Article. No leave without pay will be granted until all Annual Leave and Extended Illness Leave time has been used.

Section 23.5. Extended Illness Leave shall be used in the following manner, and only after Annual Leave has been exhausted except that an employee who meets the qualifications for FMLA or a Disability Leave under Article 27, Section 3, may retain, upon request, Annual Leave prior to using Extended Illness Leave.

- A. Notification by Employee: When an employee is unable to report to work, they shall notify the customer service representative within one-half (1/2) hour after starting time (unless extenuating circumstances prohibit) each day of absence, unless other arrangements are made with the Director.
- B. Evidence Required for Extended Illness Leave: Upon return to work an employee shall complete an Extended Illness Leave form to justify the use of Extended Illness Leave. The Employer may, when an employee utilizes Extended Illness Leave for medical appointments or an absence of more than three (3) consecutive days, require the employee to furnish a certificate from a physician, dentist or other medical practitioner. Falsification of either a written signed statement of a practitioner's certificate shall be grounds for disciplinary action, including dismissal.
- C. Extended Illness Leave may be granted to an employee upon approval of the Employer for the following reasons:
  - 1. Personal illness or injury of the employee or employee's family (i.e., as described under Bereavement Leave).
  - 2. Medical, dental, or optical examination or treatment of the employee or employee's family (i.e., as described under Bereavement Leave which cannot be scheduled during non-working hours).
  - 3. Pregnancy and/or childbirth and other medically related conditions in accordance with paternity/maternity section of contract.
- D. Extended Illness Leave shall be charged in minimum units of fifteen (15) minutes

Section 23.6. Current employees, newly hired or transferred employees shall receive credit for public service with the State, County or any political subdivision of the State for retirement purposes only and only upon receipt of written confirmation of such service time. Sick leave accumulated at other public agencies not previously credited by the Agency shall not be brought forward or in any manner converted to Extended Illness Leave.

Section 23.7. Nothing in this Article or Agreement shall be construed to limit or prohibit the Employer's rights to seek certification pursuant to the statute and regulations of the FMLA.

Section 23.8. DONATED TIME

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness or Family and Medical Leave. When an employee’s leave time is about to be exhausted, the employee may request to be considered for donated time by submitting a written application to the Director that states:
  - 1. The character of the employee’s or family member’s ailment; and
  - 2. The health care provider’s prognosis.
- B. The approval of donated time shall be solely at the discretion of the Director. If the Director approves a recommendation for an employee to be a recipient of donated time, s/he shall so inform all employees by memo. Employees may voluntarily donate annual leave, compensatory time, and/or Extended Illness Leave for the benefit of such approved recipient. Time donated must be in one-half (½) hour increments.
- C. In no case will donated time be used to extend an employee’s period of active duty beyond a recommended retirement date as established by the retirement board physician.

**ARTICLE 24**  
**BEREAVEMENT LEAVE**

Section 24.1. In the unfortunate event of the death of an employee’s family member, bereavement leave will be granted to allow time for the employee to grieve, to arrange for and/or attend services and to handle legal or personal affairs pertaining to the death of the family member. The usage of bereavement leave shall be consecutive with one day including the day of the funeral. The employer may require an obituary or other proof in support of bereavement leave. The allocation of time shall be as follows:

Relative	Hours Available
Spouse, father, mother, daughter, son, step-child, brother or sister (including stepbrother and stepsister), grandparent, grandchild and loco parentis.	40 (up to 5 consecutive days)
Mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, minor child’s parent or grandparent, or employee’s step parent.	24 (up to 3 consecutive days)
Employee’s aunt, uncle, niece, or nephew or spouse’s grandparents.	8 (up to one day)

Annual leave may be used in addition to bereavement leave, with prior approval of the Director.

**ARTICLE 25**  
**COURT LEAVE**

Section 25.1. The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision thereof. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours. An employee released from court or jury duty prior to the end of his/her scheduled working day, shall report to work for the remaining hours.

Section 25.2. It is not considered proper to pay employees when appearing in court for criminal or civil cases or when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. Employee may use Annual Leave for such absences to the extent Annual Leave is available. If Annual Leave is not used, such absence is considered Leave Without Pay. All such leave shall be scheduled in advance.

**ARTICLE 26**  
**MILITARY LEAVE**

Section 26.1. Military Leave shall be in accordance with State and Federal statutes.

**ARTICLE 27**  
**LEAVES OF ABSENCE**

Section 27.1. The Washington County Child Support Enforcement Agency shall be governed by the Washington County Personnel Policy as it applies to the Family and Medical Leave Act as well as the statutory and regulatory provisions of the Family and Medical Leave Act.

Section 27.2. Parenting Leave: An employee may request unpaid leave for purposes of child care following childbirth, but such leave shall be combined with the utilization of Annual Leave and Extended Illness Leave. The maximum length of such leave shall be six (6) months which shall include the Family and Medical Leave of twelve (12) weeks.

Section 27.3. Disability Leave

- A. An employee who has completed his/her probationary period and thereafter becomes physically or mentally incapacitated may request unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year shall be granted when the disability continues beyond paid leave rights provided the employee furnished satisfactory medical proof of such disability along with his/her request, and is:
1. Hospitalized or institutionalized;
  2. On a period of convalescence following hospitalization or institutionalization prescribed by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician. It is the employee's responsibility to request a Disability Leave since such leave is not granted automatically when the employee's paid leave has expired.

When an employee is ready to return to work, he/she shall furnish a statement by a physician releasing the employee as able to return to work. If, due to the nature of the employee's work and/or illness or injury, the physician's statement contains restrictions on the employee's activity, the Employer shall provide, dependent upon the needs of the Agency and position, the employee with light duty or reduced hours of work in accordance with the restriction until the employee is able to resume the full duties of his/her position, or for a period of sixty (60) calendar days, whichever is less.

The Employer may require that an employee submit to another examination to determine the employee's ability to return to work. The person designated to do the examination shall be selected in accordance with the procedure set forth in part B of this Section. Should the second examiner determine that the employee is not able to return to work, then that employee may be continued on Disability Leave for the balance of the one (1) year permitted for Disability Leave, or, if that time has expired, the employee may be terminated. If the second examiner determines that the employee is able to return to work with restrictions as described above, then the same procedure and time limits heretofore described shall apply.

- B. The Employer may require that an employee submit to a medical examination in order to determine the employee's capability to perform the substantial and material duties for the employee's position, or to perform the duties of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be conducted by a licensed physician of the Employer's choice. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include physical and mental requirements of the employee's position; duty statements, job classification specifications; and position description. The cost of the medical examination shall be paid by the Employer. An employee found to be unable to perform the substantial and material duties of his/her position by such physician shall be placed on Disability Leave as described in part A above.

#### Section 27.4. Non-Medical Leaves of Absence

- A. The Employer may grant, on a case-by-case basis, unpaid Non-Medical Leave of Absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to, education, family responsibilities, or holding elective office (where holding such office is legal).
- B. Reinstatement from Non-Medical Leave - Upon completion of a Leave of Absence, the employee is to be returned to the position formerly occupied, or to a position in the same pay range, if the employee's former position no longer exists. Any replacement in the

position while an employee is on any leave is to be on a temporary basis up to the term or extension of the leave.

Upon request, an employee may be returned to work before the scheduled expiration of leave. If an employee fails to return to work at the expiration of an approved leave of absence or extension thereof, and after receiving notice, does not submit a resignation, the employee will be considered "Absent Without Leave" and shall be subject to immediate termination.

Section 27.5. The following applies to all leaves governed by this Agreement:

- A. Annual Leave Adjustment: An employee on Leave of Absence Without Pay for thirty (30) calendar days or more shall have his/her Annual Leave entitlement adjusted accordingly.
- B. Abuse of Leave: If a Leave of Absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee.
- C. Any employee who has used up all paid leave and is continuing in a Leave Without Pay status shall have his/her health insurance (single or family and his/her AFSCME Care Plan insurance) terminated the last day of the month in which he/she received his/her last pay check.

OR

Any employee who has used up all paid leave and wishes to continue his/her insurance while still an employee may do so by paying continuously monthly the regular group rate to the Employer at the Employer specified time.

Paragraph C does not apply to employees on approved Family Medical Leave.

## **ARTICLE 28**

### **TRAVEL AND MEAL ALLOWANCE**

Section 28.1. Employees' claims for reimbursement for travel and meals shall be made on the appropriate C.S.E.A. form, to which shall be attached receipts for all expenses claimed. Except for mileage, no reimbursement shall be made without the proper receipt.

Section 28.2.

- A. Mileage: When the employee is required by the Employer to use their personal vehicle for Agency related activity, the employee shall be reimbursed for necessary mileage at the rate per mile established by the Board of Commissioners. The employee must carry motor vehicle liability insurance in accordance with Section 4509.51 of the Ohio Revised Code in order to be eligible to claim mileage reimbursement. Mileage is payable to only one (1) of two (2) or more employees traveling on the same trip and in the same vehicle and only to one (1) driver if less than four (4) persons are attending the same event.

- B. Parking: The employee shall be reimbursed for parking expenses incurred when using their personal vehicle for Agency related activity. (Receipt required.)
- C. Lodging: With prior approval, reimbursement for lodging is allowed at the meeting site (if available) or at the nearest commercial lodging establishment to the meeting site provided the cost is at the lowest rate available for government employees. No reimbursement will be made for lodging within the Employer's headquarter county or within the employee's county of residence. A receipt for the allowed lodging must be submitted for claim reimbursement.
- D. Meals: Reimbursement for meals shall be made only when the employee is required to be on authorized Agency business outside Washington County. The employee shall be reimbursed up to a maximum of nine dollars (\$9) for breakfast, twelve dollars (\$12) for lunch, and seventeen dollars (\$17) for dinner, which must be purchased outside Washington County as a result of the employee doing Agency business. Employees required to leave for training prior to 7:00 a.m. shall receive the breakfast reimbursement. Employees arriving back from training or when business requires employees to drive back after 6:00 p.m. may receive the dinner reimbursement. Other times, lunch costs shall be reimbursed.
- E. Registration of Conference Fees: When the employee is required by the Employer to attend an Employer directed activity, the registration or conference fee will be reimbursed or if possible, the fee will be pre-paid by the Employer.
- F. All travel must have prior approval by the Employer or designee and all out of county travel must have prior written approval by the Washington County Commissioners.

## **ARTICLE 29** **SEVERANCE PAY**

Section 29.1. An employee who has successfully passed their probationary period and thereafter terminates employment for any reason shall receive compensation for all unpaid hours worked, any accumulated compensatory time, and a prorated amount of unused Annual Leave credit. "Prorated amount" of Annual Leave not used is determined by dividing the hours of Annual Leave entitlement by twelve (12) months multiplied by the number of months since the beginning of the Annual Leave year and subtracting from that the number of hours used by the employee since the beginning of the Annual Leave year. An employee who has used more than his/her prorated entitlement shall have the difference deducted from his/her final pay, and shall be liable for repayment of any wages paid for Annual Leave in excess of the prorated amount earned.

Section 29.2. An employee, upon termination or retirement, shall be paid an amount of Extended Illness Leave determined by multiplying the total number of hours of Extended Illness Leave times two-thirds (2/3rds), times fifty percent (50%) of the employee's final rate of pay, to a maximum of five hundred (500) hours.

**ARTICLE 30**  
**WAIVER IN CASE OF EMERGENCY**

Section 30.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Washington County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Management's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 30.2. Upon the termination of the emergency, should prior grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

**ARTICLE 31**  
**JOB TRAINING**

Section 31.1. Each new employee will receive orientation that provides an overview of the role and function of the Agency.

Section 31.2. The Union shall be notified when employees are required to participate in job training programs. Such employees shall be allowed time off from work to attend the training and shall be paid their regular working day pay when the training takes place during their scheduled work hours.

Section 31.3. The cost of any required job training shall be paid by the Employer.

**ARTICLE 32**  
**PART-TIME EMPLOYEES**

Section 32.1. All non-economic Articles in this Agreement apply to part-time employees.

Section 32.2. Annual Leave shall be prorated at the end of the probationary period and on the anniversary date based on the number of hours worked in comparison with regular employees.

Section 32.3. The Employer will fully pay the premium for the AFSCME Care Plan after the completion of the probationary period.

Section 32.4. The part-time employee new hire probationary period is 1,040 hours. The part-time employee probationary period for a promotion or demotion shall be 360 hours.

**ARTICLE 33**  
**DURATION OF AGREEMENT**

**Section 33.1.**


- A. This Agreement shall become effective April 1, 2020 and shall remain in full force and effect until March 31, 2023.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of Collective Bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the employees and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. The Union agrees that there shall be no strikes or interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with the services of the Employer (hereinafter “strike activity”) during the term of this Agreement, any extension thereof or during negotiations for any successor Agreement.
- E. When the Employer notifies the Union President that any employees of the bargaining unit individually or collectively are engaged in any strike activity, as outlined above, the Union President agrees to disclaim approval by the Union of the strike and instruct all employees to return to work immediately. Any employee failing to return to work or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge.
- F. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.
- G. The Employer agrees that neither it, its officers, agents or representative, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the bargaining unit, during the term of this Agreement, any extension thereof or during negotiations for any successor Agreement.



**SIGNATURE PAGE**

This contract executed at Marietta on this 28 day of May, 2020.

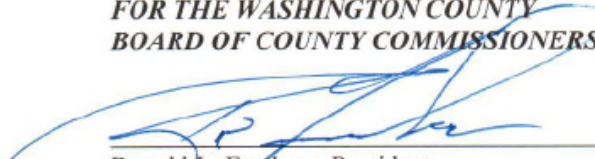
**FOR THE WASHINGTON COUNTY  
CHILD SUPPORT ENFORCEMENT  
AGENCY:**

  
Kim Hinkle  
Director

**FOR THE UNION:**

  
John Johnson  
Staff Representative

**FOR THE WASHINGTON COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

  
Ronald L. Feathers, President

  
Etitia Anderson  
Chapter Chairperson


  
Margaret De  
Bargaining Committee

David A. White

  
Kevin Ritter

  
Susan Nelson  
Bargaining Committee

N/A  
Nicole Coil  
Prosecuting Attorney, *as to form*

  
Brad E. Bennett, Bricker & Eckler LLP  
Labor Counsel

Approved and journalized by the Washington County Board of Commissioners on the \_\_\_\_\_  
\_\_\_\_\_ day of May  
2020.

Resolution number \_\_\_\_\_  
Journal