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STATE EMPLOYMENT 11-MED-10-1569
2327-04

AGREEMENT

BETWEEN THE

TRUMBULL COUNTY CHILDREN SERVICES BOARD

AND

TEAMSTERS LOCAL UNION #377

Effective

**October 1, 2012
Through
December 31, 2014**

**SERB Case No.
2007-MED-09-0962**



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AGREEMENT

This agreement is entered into by and between the Trumbull County Children Services Board, hereinafter referred to as the "Employer," and Teamsters Local Union #377 of Youngstown, Ohio, an affiliate of The International Brotherhood of Teamsters, hereinafter referred to as the "Union." Consistent with the constitution and by-laws of Local # 377, the International shall not be a signatory to this agreement.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union upon the execution date of this agreement as the exclusive bargaining representative of all employees included within the bargaining unit described in Section 2 of this article.

Section 1.2. For purposes of this agreement, the bargaining unit includes all full-time and part-time regular employees of Trumbull County Children Services Board in the following classifications of: Account Clerk; Case Aide; Clerical Floater; Clerk; Computer Operator Specialist; Stores Clerk; Telephone Operator; Typist, Social Service Specialist; Maintenance Repairman; Custodian; Cook; Transportation Aide; and Family Support Worker. For the purpose of this agreement, full-time regular employees are those employees that are regularly scheduled to work forty (40) hours per week, and part-time employees are those employees who are regularly scheduled to work less than forty (40) hours per week. Excluded from the bargaining unit are all management level, supervisory, professional, confidential, and fiduciary employees as defined by the Act, as well as all seasonal and casual employees and all other employees. State civil service classification specifications will be maintained on file in the Human Resources Office.

Section 1.3. Whenever the Employer creates a new classification within the bargaining unit, the Employer shall determine the rate of pay and notify the Union in writing. If the Union disagrees with the established rate, they may request, in writing, that the parties meet for the sole purpose of negotiating an appropriate rate for the new

classification. If a request to meet is not submitted within seven (7) working days of the date of written notice from the Employer, the established rate shall take effect. Additionally, the parties shall petition the State Employment Relations Board (SERB) to amend the certification of the unit, consistent with the provisions of Chapter 4117 ORC.

ARTICLE 2 **PAYROLL DEDUCTIONS**

Section 2.1. The Employer agrees to deduct Union membership dues, initiation fees, and fair share fees in accordance with this article for all employees eligible for the bargaining unit.

Section 2.2. All employees in the bargaining unit covered by this agreement who are members of the Union on the date this agreement is signed and all other employees in such bargaining unit who become members of the Union during the term of this agreement shall continue to be members until they decide to revoke their membership in writing, with proof of service to the union and the Employer. The Employer's obligation to make dues deductions shall terminate automatically upon receipt of notice of revocation of authorization. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment. Employees in the bargaining unit may join the Union at any time following their date of hire. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement revoke their membership, and new employees who choose not to join the Union, shall pay a fair share fee to the Union effective sixty-one (61) calendar days following the beginning of employment or from the date this agreement is executed, whichever is later.

The fair share fee shall be established in accordance with state and federal laws. Fair share fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable period to equal the deduction. The Employer will provide the Union with an alphabetical list of the names

and the classifications of those employees who had fair share fees deducted, along with the amount of the fair share fee.

In January of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees to the employee(s) and the Employer that were spent on the activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year. Once certification is submitted, the deduction of fair share fees shall be automatic during the next pay period in which dues are deducted. The deduction of the fair share fee from the earnings of any non-member employee shall be automatic and does not require written authorization for payroll deductions.

In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB), pursuant to the provisions of ORC 4117.09 (C).

The Union agrees to indemnify and hold the Employer, its officials, representatives, and agents harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to, such items as wages, damages, awards, fines, court costs, and attorney fees, which may arise by reason of or result from the operation of this section of this agreement.

Section 2.3. The Employer agrees to deduct regular Union membership dues and initiation fees once each month or bi-weekly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form as

contained in Appendix B must be presented to the Employer by the employee. If the employee fails to sign an authorization form, it will be the employee's responsibility to pay his/her dues every month on his/her own. Upon receipt of the proper authorization, which would be the dues authorization from the Union, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.4. For the duration of this agreement, the Employer agrees to remit the dues/fees deducted from eligible bargaining unit employees' pay, in accordance with this article, once each month to the Secretary-Treasurer of the Union.

Section 2.5. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fees. 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 by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.6. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one (1) covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) any other separation from the Employer's payroll.

Section 2.7. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 2.8. The parties agree that neither the employees 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 or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount. However, if the amount owed to the Union is of a substantial amount, then the employee shall ask the Employer to send in payments so as to get caught up; however, the time limit shall be three (3) months or mutually agreed to payments with the member and the Union.

Section 2.9. No provision of this article shall apply in any state to the extent that it may be prohibited by state law. If, under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

ARTICLE 3 **MUTUAL PLEDGE AGAINST DISCRIMINATION**

Section 3.1. The Employer and the Union agree not to restrain, coerce, or otherwise interfere with the rights of employees to become members of the Union, to participate in authorized activity in an official capacity on behalf of the Union, or to refrain from joining, assisting, or participating in the Union and lawful concerted activities.

Section 3.2. The Employer will neither negotiate nor make any agreement for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative of Teamsters Local Union 377.

ARTICLE 4 **GENDER CLAUSE**

Section 4.1. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include female and male employees.

ARTICLE 5
UNION STEWARDS / UNION BUSINESS

Section 5.1. The Employer recognizes the right of the Union, at its option, to designate up to three (3) stewards and three (3) alternates from the bargaining unit. The alternate steward shall function only during the absence of the steward. Additionally, the Union, at its option, may designate one (1) additional steward as Chief Steward, or may elect to designate one of the three (3) stewards as Chief Steward, or may elect not to designate a Chief Steward.

Section 5.2. The steward and alternate have no authority to take strike action or any other action interrupting the Employer's business.

Section 5.3. The Employer shall have the authority to impose proper discipline, including discharge, in the event that any steward, alternate, or any other Union member without approval of the Union has taken unauthorized strike or sympathy strike action, work stoppage, sit-down, stay-in, slow-down, walk-out, or any other interruption of the Employer's operations in violation of this agreement, and/or applicable law.

Section 5.4. A steward, or the alternate in the steward's absence, will be allowed up to thirty (30) minutes per day paid time during the work day for the writing and investigation of grievances, should a grievance arise. This time shall be taken with the prior knowledge of the steward's and the aggrieved or potentially aggrieved employee's supervisor(s). This meeting and/or investigation involving steward and employee shall be conducted at a time and in a setting that is mutually agreeable to the employees and supervisors involved, with attention given to efficiently maintaining agency operations.

Section 5.5. The Union Business Agent/designee shall provide the Employer an official roster of its Local #377 officers, stewards, Chief Steward and alternates, which is to be kept current at all times by the Union and shall include the following:

- a. name;
- b. jurisdictional area (stewards only);
- c. Union position held;
- d. work address and phone number of non-employee representatives.

No steward or alternate shall be recognized as a Union representative until the Union Business Agent/designee has presented the Employer with written notice of that person's selection.

Section 5.6. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the work duties of employees.

Section 5.7. The Executive Director/designee will forward a copy of the Board Agenda/report (report) which includes notice of new hires and separations from employment, along with other personnel change updates, (i.e., inter-agency movement into or out of the bargaining unit and movement to another classification within the bargaining unit not involving a rate of pay change) to the Business Agent and stewards of the Union. The report and update will be forwarded within seven (7) to ten (10) calendar days following the monthly Board meeting.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. The Union recognizes that the rights and responsibilities of the Employer arise from, and must be administered in accordance with, the provisions of the Ohio Revised Code and the Constitutions of the State of Ohio and the United States. The Union recognizes the right and authority of the Employer to administer the business of the agency. The Union recognizes and accepts that the Employer has and will retain the full right and responsibility to direct the agency's operations, to promulgate rules and regulations, and the exercise management prerogatives, including but not limited to the following:

- A. to direct, supervise, assign, select, hire, promote, transfer, evaluate, layoff, recall, reward, reprimand, suspend, demote, discharge, or discipline employees for just cause;
- B. to manage and determine the location, type, and number of physical facilities, equipment, programs and work to be performed, including emergency actions;
- C. to determine each department's budget, goals, objectives, programs, and services, and to utilize personnel effectively and efficiently;
- D. to determine the size and composition of the work force and each department's organization structure, including the right to layoff employees due to lack of work or funds;
- E. to determine hours of work, work schedules, necessity and amount of overtime, and necessary work rules;
- F. to determine the existence of a job vacancy, the duties to be included in all job classifications, and the standards for quality and performance;
- G. to maintain the security of records and other pertinent information;

Section 6.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer, provided the exercise of such rights do not conflict with the express terms of this contract.

ARTICLE 7 **DISCIPLINE**

Section 7.1. Non-probationary employees shall not be reduced in pay or position or disciplined except for just cause. In the administration of this article, a basic principle shall be that discipline should be corrective in nature rather than punitive.

Section 7.2. Disciplinary action may include:

- documented verbal warning(s) including instruction and cautioning;
- written warning(s) or written reprimand(s);
- suspension; and
- demotion and/or discharge.

Section 7.3. Disciplinary action may be taken for those actions as set forth in section 124.34 of the Ohio Revised Code and include:

- incompetency, inefficiency;
- dishonest, drunkenness/substance abuse;
- immoral conduct, insubordination;
- discourteous treatment of the public, neglect of duty;
- violation of such sections or the rules of the Director of Administrative Services or the Commission (Agency);
- any other failure of good behavior;
- any other acts of misfeasance, malfeasance, or nonfeasance.

Discipline will be normally applied in a progressive manner. For matters considered to be serious misconduct/violations, the Employer may employ more severe discipline, up to and including discharge.

Section 7.4. In determining the level of discipline to be applied, the Employer will take into consideration the nature of the violation and/or misconduct, the employee's record of discipline, the employee's record of performance and conduct, provided the employee was informed of such record, and the employee's length of service.

Section 7.5. Whenever the Employer determines that an employee may be subject to a reduction in pay or position, suspended, or discharged, the affected employee will be given an opportunity to respond to the alleged charges of misconduct prior to any action being taken or discipline imposed. The employee shall have the right to have a Union steward present at any predisciplinary conference; however, the conference shall not be delayed more than forty-eight (48) hours, except by mutual agreement, to accommodate a specific Union steward. Any employee who elects not to have a Union steward present shall reduce such election to writing. Additionally, the employee will be provided general notice of the charges against him prior to the hearing, charges that may be affirmed, amended, modified, or revoked based upon that which transpires at said hearing.

Section 7.6. The predisciplinary hearing should be conducted before an administrator selected by the Employer who does not regularly supervise the involved employee and who is not directly involved with the events giving rise to the charge, an administrator who will entertain written and verbal evidence from the employee in his defense, including verbal statements from other persons familiar with the circumstances surrounding the charges.

Section 7.7. Within no more than ten (10) calendar days after the hearing, the hearing administrator shall provide the employee, the Union, and the Employer with a written statement based on the evidence given at the hearing by the parties, along with his recommendations, if any.

Section 7.8. Appeals of demotions, suspensions, or discharge may be processed through the grievance procedure, provided the grievance is filed at the Executive Director's step within ten (10) working days of any notice of discipline.

Section 7.9. Records of disciplinary action shall cease to have force and effect for consideration in future disciplinary action in accordance with the following schedule, provided there has been no intervening discipline of the employee:

Verbal warnings	12 months
Written warnings	14 months
Suspensions	24 months

Section 7.10. Prior to the scheduled time of a predisciplinary conference, the employee may waive in writing the right to such a conference. An employee who waives the right to such a conference may not grieve the manner in which the conference was scheduled.

Section 7.11. The Employer and the Union agree all disciplinary procedures shall be carried out in private and in a business-like manner to the extent practicable.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The Union and Employer are in agreement to develop a Labor/Management Committee to further enhance communication between the parties. Specific training through SERB may continue to be sought to develop/sustain this committee. It is the intent of the parties that the Labor/Management Committee will meet at least quarterly. The Labor/Management Committee shall have no formal role in the grievance process.

However, should a difference arise between the Union and/or its members and the Employer during the life of this agreement as to the applicability or interpretation of this agreement, rights or obligations under any of its provisions, or the disciplining of any regular employee covered by this agreement, an earnest effort shall be made to settle such difference immediately, as follows:

An informal meeting will be held between the employee and immediate supervisor/coordinator within three (3) working days of the event. The only exception to holding the informal meeting shall be issues pursuant to Section 7.8 of the collective bargaining agreement (CBA). The employee has the option to have his/her steward present during this informal meeting. In the event this informal meeting fails to successfully resolve the difference, an employee has the right to file a grievance in the following manner:

- a. **Step 1.** The aggrieved regular employee shall within seven (7) working days of the informal meeting, or within ten (10) working days following an event defined in Section 7.8, reduce the grievance to writing, deliver one (1) copy of the grievance to the immediate supervisor/coordinator and three (3) copies to the steward, one of which is to be forwarded by the steward to the business agent of the Union. The immediate supervisor/coordinator may request a meeting to discuss the grievance between the parties, and the Senior Supervisor/Department Head may be present at such meeting. The employee has the option of having a Union representative present at any such meeting. The Employer shall answer the grievance in writing within ten (10) working days of its receipt and provide two (2) copies of the answer to the steward.

- b. **Step 2.** In order for a grievance to be considered further, written notice of appeal shall be served within ten (10) working days after receipt of the supervisor's/coordinator's Step 1, answer, by the Union and the Employer's Executive Director. Upon appeal to the Union and the Employer's Executive Director shall within ten (10) working days following the receipt of the appeal to discuss the grievance. The Executive Director will give the Union Business Agent an answer to the grievance within ten (10) working days of the meeting. Either party may use five (5) additional working days by notifying the other party should the need arise. Both parties can extend for a reasonable time by mutual agreement in writing.

- c. **Step 3.** Failing to agree, on written request of the Union Business Agent which it's to be delivered to the Employer within ten (10) working days of the receipt of the Executive Director's answer at Step 2, the Union may then process the grievance to Step 3.

For the first 18 months of the contract, within ten (10) calendar days of the appeal to Step 3, the Union Business Agent and the Employer's Executive Director shall confer to discuss and strive to mutually agree as to whether the grievance will be forwarded to the Trumbull County Children Services Board or its designee, or to grievance mediation. Failing to agree on a forum, Step 3 shall be waived and either party may forward the grievance to arbitration by serving written notice to the other party within ten (10) working days of the determination that mutual agreement for a Step 3 is not attainable.

- i. If the parties mutually agree to forward the grievance to the Board or its designee (the designee shall not be the Executive Director), a hearing will be held within thirty-five (35) days following such mutual agreement. The Board or its designee will issue a written answer to the Union Business Agent within five (5) working days of its next regularly scheduled Board meeting following the Step 3 hearing.
- ii. If the parties mutually agree to forward the grievance to grievance mediation, the parties will make arrangements to schedule a grievance mediation session as soon as practicable.
2. For the second 18 months of the contract;
Step 3: The grievance must be forwarded to grievance mediation. SERB will be contacted within five (5) working days to schedule a mediation session. If SERB is not available within a reasonably agreed upon time frame, the FMCS will be contacted

to schedule a mediation session. If both agencies have a wait time, then whichever Agency is available first will be utilized.

- d. **Step 4.** Failing to agree to Step 3, including a waiver of Step 3, (when applicable during the first 18 months of the contract) the Union (or the Employer if Step 3 is waived) may appeal the grievance to arbitration by submitting written notice to the other party within ten (10) working days of the completion of Step 3 (i.e., within ten (10) days of the response of the Board/designee within ten (10) days of completion of the grievance mediation session where it was determined that a resolution was not feasible, or within ten (10) days of the waiver). The Union and Employer will then select an arbitrator in accordance with the current rules of the American Arbitration Association and the case will proceed in accordance with the applicable rules of the Association. The arbitrator shall decide the case within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, no add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to arbitration or to submit observations or declarations of opinion which are not directly essential in reaching this determination.

Where the parties have not mutually agreed to a forum for Step 3, the cost of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in which proportion the parties shall share the cost.

During the first 18 months of the contract, where the parties have mutually agreed to a forum for Step 3, the cost of the arbitrator shall be split equally between the parties. During the second 18 months of the contract, the cost of the arbitrator shall be borne by the losing party.

ARTICLE 9 **SENIORITY**

Section 9.1. Employees shall be entitled to exercise their seniority rights only in accordance with specific terms and conditions of this agreement.

Section 9.2. Seniority shall be an employee's length of continuous service with the Trumbull County Children Services Board from the last date of hire. An employee shall have no seniority during the probationary period, but upon completion of the initial probationary period, seniority shall be retroactive to the date of hire.

Section 9.3. Every newly hired employee will be required to successfully complete an initial probationary period. The initial probationary period for new employees shall begin on the first day of employment and shall continue for a period of one hundred twenty (120) calendar days unless it is extended in accordance with the provisions set forth below. The Department Manager will check with the new employee after thirty (30) calendar days of employment.

A newly hired employee shall receive a midpoint probationary evaluation on or before completion of seventy-five (75) calendar days of the initial probationary period, and a final initial probationary evaluation on or before the expiration of the one hundred twenty (120) calendar day initial probationary period. If the final (120 day) initial probationary evaluation is positive (i.e., meets or exceeds the applicable normative rating, the initial probationary period is finished. If the midpoint or "final" probationary evaluation is negative (i.e., falls below the applicable normative rating), the Employer may elect to extend the initial probationary period by thirty (30) calendar days and the final

initial probationary evaluation will be completed on or before the expiration of one hundred fifty (150) calendar days from the first day employment. Extensions of the initial probationary period will be reduced to writing with a copy to the affected employee and the Chief Steward. The Department Manager shall sign off on both the midpoint and final evaluations.

A newly hired probationary employee may be terminated any time during his/her initial probationary period and any extension thereof, and shall have no appeal over such removal.

The evaluation committee cannot modify or suspend the time frames set forth herein.

Section 9.4. Seniority shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than twenty-four (24) months;
- D. is absent without leave for five (5) or more work days without proper notice;
- E. fails to report to work when recalled from layoff within twenty-one (21) days from date of receipt of recall notice sent by certified mail to the employee's last known address as shown on the Employer's records; also, the local Union and Union Business Agent must be notified at the same time the employee is notified by certified mail;
- F. retires

Notwithstanding the provisions of Subsection "C" above, a bargaining unit employee who is reemployed into a position within this bargaining unit within twenty-four (24) months of the expiration of recall rights

shall be credited with his seniority at the time of layoff upon such reemployment.

Section 9.5. An approved leave of absence does not constitute a break in service provided the employee follows the proper procedure for such leave and returns to work at the conclusion of the authorized leave.

If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he/she shall be deemed to be absent without leave, and may be discharged.

Section 9.6. The Employer shall provide the local Union and Union Business Agent with a seniority list annually or upon request by the Union, but not more than quarterly.

Section 9.7. Days on approved leave count towards seniority.

ARTICLE 10 **LAYOFF AND RECALL**

Section 10.1. When the Employer determines that a layoff is necessary, all affected employees and the local Union business agent shall be notified in writing in advance of the effective date of the layoff. The Employer shall give thirty (30) days notice of layoff. Reasons for layoff include lack of work, lack of funds, reorganization, and job abolishment. "Abolishment." As used herein, shall mean the permanent deletion or removal of an encumbered position or positions from the organization or structure due to a lack of continued need for a position, as a result of a reorganization for the efficient operation of the Agency, for reasons of economy, or due to a lack of work which is expected to be permanent. A lack of work is expected to be permanent if the lack of work is expected to last more than one year. Upon written request of either party, Management and Union representatives shall meet to discuss the reasons for the layoff and its impact upon the bargaining unit.

Section 10.2. The Employer shall determine the classification(s), work unit(s), and employment status (full-time/part-time) in which layoffs will occur. Within each classification and work unit affected, employees will be laid off in accordance with their seniority.

Section 10.3. Any employee receiving a notice of layoff shall have three (3) days in which to exercise bumping rights. Employees who are displaced due to bumping shall be considered as having been laid off and may exercise their bumping rights within the subsequent three (3) days time period.

Section 10.4.

- A. An employee who is laid off may bump a less senior employee in the same classification, or a parallel classification (same minimum rate of pay), or a lower classification (lower minimum rate of pay) within his/her classification series/grouping as set forth in Appendix A, provided the employee is presently qualified for the classification/position into which he/she is electing to bump.
- B. Notwithstanding the above, an employee who is laid off within five (5) years of retirement eligibility under P.E.R.S. and who has at least ten (10) years of service with the Agency, who is unable to bump within his/her classification series/grouping, may exercise his/her seniority to bump the least senior employee in another classification series/grouping in the following order:
 - 1. To a parallel classification in another classification series/grouping, provided the employee is presently qualified to perform the duties of such classification; or
 - 2. To a lower classification in another classification series/grouping, provided the employee is presently qualified to perform the duties of such classification; or
 - 3. To the next highest classification (next highest minimum rate of pay) within his/her classification series/grouping,

provided the employee is presently qualified to perform the duties of the higher classification; or

4. To the lowest classification in another classification series/grouping (even though the minimum rate of pay may be higher), provided the employee is presently qualified to perform the duties of such classification.

- C. A full-time employee who is laid off may exercise his/her seniority to bump into a part-time position within his/her classification series/grouping, if one exists. The Employer agrees not to challenge an application for Unemployment Compensation benefits due to the fact that the affected employee has elected not to bump into a part time position. Additionally, a laid off employee may elect to be added to the intermittent list for the classification he/she was laid off from, if one exists.

If the employee bumps into a lower classification or another position, the employee will serve a probationary period of thirty (30) days. If the employee demonstrates unsatisfactory job performance, the employee must accept the layoff.

Section 10.5. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse seniority order of their layoff provided they are presently qualified to perform the work, in the same or lower job classification within their classification series/grouping, that is available for recall.

Section 10.6. Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union Business Agent. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 10.7. In the case of a layoff, the recalled employee shall have twenty-one (21) days following receipt of the recall notice to report for

duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 11 **JOB BIDDING**

Section 11.1. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, notices of such vacancy shall be posted on the bulletin board where employee notices are usually posted, for a period of five (5) working days. All such notices shall contain a description of the position to be filled, including job duties, pay range, normal working hours, and special qualifications required. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer. Bargaining unit applicants will be given first preference for the vacant position (i.e., interviews, job testing, etc.) before other applicants are interviewed.

The Employer shall notify the Chief Steward or designee of vacancies during regularly scheduled monthly meetings. The Chief Steward or designee will in turn inform the union membership of the vacancies that will be available. The utilization of on-call workers will also be discussed at the monthly meeting or as needed.

Section 11.2. The Employer will award the position to the bargaining unit employee (non-retiree) who best meets the minimum qualifications for the position, as outlined in the position specification. (Retirees are not eligible for full-time positions). Qualifications will include experience within the Agency, knowledge, skills, and the ability to perform the work. A non-probationary employee within the same classification requesting a lateral transfer, will be given first consideration. If two (2) or more employees have relatively equal qualifications, the employee with the most seniority shall be awarded the position. If the vacancy is filled by a lateral transfer, the resulting vacancy may be filled from the original list of bidders, or the Employer may determine to post the resulting vacancy.

If no bargaining unit applicant meets minimum qualifications, then other non-bargaining unit applicants will be interviewed for the position. Retirees will be considered for part-time bargaining unit positions (as non-bargaining unit applicants) and may be considered for part-time non-bargaining unit positions in accordance with Agency policy.

Section 11.3. If the vacancy is filled by a bargaining unit employee or other Agency employee, he/she will be required to successfully complete a non-initial probationary period in the newly appointed position. The non-initial probationary period for the successful bidder shall begin on the effective date of the appointment/move, or the date the employee is fully placed into the new position without regular continuation in his/her former position, whichever is later, and shall continue for a period of ninety (90) calendar days. When full assumption of the new position occurs on other than the date of appointment/move, the date the employee is fully placed into the new position will be documented by the receiving supervisor and signed by the affected employee. A scheduled training plan will be developed between the sending and receiving supervisors to allow for the appointed/moved employee to both receive training in the new position and assist with the continuation of his/her former duties, inclusive of the training of his/her replacement, as applicable. The scheduled training plan will be structured in a manner so as to be clear to all involved parties. Employees serving a non-initial probationary period will receive a written narrative review on or before completion of forty-five (45) days of the non-initial probationary period, and a final non-initial probationary evaluation on or before expiration of the ninety (90) calendar day probationary period. A newly appointed/moved employee who evidences unsatisfactory performance may be returned to his/her former position any time during the non-initial probationary period without loss of any seniority from the job classification he/she left. A newly hired employee shall be required to complete an initial probationary period consistent with the provisions of Section 9.3 herein.

Section 11.4. In filling a vacancy, consideration will be given to the length an applicant has spent in his/her current position. Employees seeking a lateral transfer, who have been in their position for twelve (12) months or less, will be expected to make reference to their reasons for

requesting a change in their application. For move-up opportunities, applicants need not offer any other explanation for their application.

ARTICLE 12 **BULLETIN BOARDS**

Section 12.1. The Employer agrees to provide a 3' x 4' bulletin board in an agreed-upon area of the facility for use by the Union.

Section 12.2. All union notices of any kind posted on the bulletin board shall be signed, dated, and posted by a designated local Union representative. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

- a. Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Union appointments;
- d. Notice of Union elections;
- e. Results of Union elections.

ARTICLE 13 **SAFETY AND HEALTH**

Section 13.1. The Employer of the Maintenance Department and Cooks will maintain a supply of rain gear, gloves, and coverall, etc., to be used when required on the job.

- A. **Maintenance and Custodial Staff.** Rain gear (four (4) sets of pants, jackets, and hats; four (4) pairs of coveralls; seven (7) pairs of rubber gloves and cotton gloves; to be on hand at all times).
- B. **Cooks.** Four (4) pairs of gloves (to be on hand at all times); four (4) oven mitts; four (4) aprons.

Any of the above-named items supplied by the Employer shall be turned into the supervisor by the employee for replacement.

Section 13.2. Occupational safety and health is the mutual concern and responsibility of the Employer and the employee. In order to maintain and improve effective safety and health conditions and practices in the work place, a health and safety committee shall meet on at least a quarterly basis.

The health and safety committee shall consist of the Executive Director or his/her designee, the supervisors of the bargaining unit staff, three (3) bargaining unit representatives, and other agency employees from various work units. The health and safety committee shall report on and discuss health and safety concerns existing in any of the agency's facilities or general work place. The committee's responsibility shall be advisory only, and the committee may provide the Executive Director with recommendations on safety and health conditions/issues.

Section 13.3. All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or his designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards. If, after action is taken by the Director, the employee believes the reported unsafe working condition still exists, the employee may request that the issue be submitted to the above referenced committee for review. The Union may also raise the same issue through a labor/management conference as deemed appropriate.

Section 13.4. Transportation safety issues include the following:

- A. A Care Safety Checklist must be completed every twelve (12) months jointly by the Transportation Aide and the Transportation Coordinator. This Checklist includes a State Highway Patrol inspection. A reasonable cause inspection can be made at any time.
- B. The Transportation Aide must have medical clearance when returning from an illness that might impair driving.

- C. Pre-school children should never ride in the front passenger seat in a car or a booster seat; older children are allowed in the passenger front seat, unless the car is equipped with air bags on the passenger side. Children who are on SIDS monitors may be transported in the front seat to allow visual observation of the child in case the monitor alarms, unless there is an air bag on the passenger side.
- D. When schools are closed, children will not be transported to and from school districts that are closed due to weather conditions for any a.m. visits. When there are indications that roads are clearing up, the coordinator/supervisor will determine whether visits scheduled after 12:00 p.m. will occur utilizing the following minimum criteria:
- contacting the road department in that school district;
 - contacting the residence to assess their opinion of the road conditions;
 - checking with staff, including transportation aides, to receive input on road conditions
- E. When schools are closed and road conditions are poor due to weather conditions, the above criteria will be utilized when transporting adults.
- F. Transportation Aides will be expected to provide transportation to all clients currently being served as assigned. Any special arrangements must be approved by the Transportation Coordinator. The Employer will attempt to provide aides advance notice of any special needs.
- G. In case of an auto accident, the Transportation Aide should immediately notify the police and contact the Transportation Coordinator as soon as possible and follow the advice of the medical personnel at the scene as to the aide and passengers being evaluated at a hospital emergency room.

- H. The Transportation Aide's automobile must be equipped with an Agency cellular phone which must be turned on at all times.

Section 13.5. The Employer shall strive to maintain a safe work place in compliance with applicable laws and regulations. When the Employer is aware of a communicable disease within a client's home, the Employer will notify the Family Resource Worker, to the extent allowable by law.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1. This article is intended to define the normal hours of work per day or per week and procedures for the distribution of overtime/excess hours.

Section 14.2. Opportunities for overtime will first be offered in order of greatest agency seniority to employees in the job classification affected and then, if needed, by drafting employees in inverse seniority order. If employees are not available on-site and there is a need for a call out, the supervisor will call the employee with the greatest seniority in the affected job classification at his/her work phone number or home phone number. If the employee is unavailable or is not there, the supervisor will then call the next name on the seniority list in the affected job classification(s). If no employees in the affected job classification accept or are available to work overtime, the supervisor/coordinator will generally contact other qualified staff in the bargaining unit in similar classifications, or will draft the least senior employee in the affected classification. An equalization of the overtime system will be put into place to ensure there is equity among the classification groups in overtime offered on an annual basis and it will be reviewed monthly.

Section 14.3.

- A. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, including a one (1) hour paid lunch period. Transportation Aides have one (1)

hour of paid lunch time each day, which will normally be scheduled between the hours of 11:00 a.m. and 1:30 p.m.

- B. Each full-time employee shall be entitled to two (2) fifteen (15) minute breaks per day as scheduled by the department head/designee. The first break is to be scheduled in the first half (1/2) of the shift, and the second break is to be scheduled in the second half (1/2) of the shift.
- C. Part-time employees scheduled to work four (4) or more hours in a work day shall receive one (1) fifteen (15) minute break to be scheduled by the department head/designee.
- D. Because Transportation Aides are out on the road, they do not have a regularly scheduled "break time". They are expected to take breaks as needed, but not for more than fifteen (15) minutes total through the morning hours and fifteen (15) minutes total through the afternoon hours.

Section 14.4. When a full-time employee, except the full-time cook, is required by the Employer to work beyond the forty (40) hour work week or eight (8) hour work day, he/she shall earn overtime pay at straight time for the first five (5) hours of overtime worked and at time and one half (1½) for hours worked beyond the first five (5) hours of overtime. The full-time cook earns overtime pay at time and one-half (1 ½) for all overtime hours worked because the cook is on duty during the lunch hour. Overtime will be authorized in advance on standardized form, with the exception of emergency situations.

Employees who have duties that are to occur outside of the standard office hours of 8:30 a.m. to 4:30 p.m. may be assigned to an adjusted work schedule (e.g., for conducting group sessions with children after school). Absent a bonafide emergency, the Employer will give no less than two (2) calendar weeks notice of the adjusted schedule. In no event will alternative schedules for full-time employees include less than eight (8) hour work day increments. The requirements of personnel to be scheduled for at least eight (8) hour work day increments does not apply to part-time personnel.

Should an alternate/flexible work schedule for transportation employees or homemakers include regularly scheduled daily hours in excess of eight (8), overtime shall not occur until such regularly scheduled daily hours have been exceeded, or forty (40) hours of actual work in a work week has been exceeded.

Section 14.5. In lieu of overtime pay, the Employer will allow full-time employees to take compensatory time at the rates listed in Section 14.4. Employees may not accumulate more than sixty (60) hours, and must use their accumulated compensatory time within twelve (12) months after the overtime is worked. There are no restrictions on the use of compensatory time other than obtaining prior supervisory approval. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off. If compensatory time is not taken within the twelve (12) month time frame, the Employer and the employee will mutually schedule the time off.

Section 14.6.

- A. Part-time employees will earn compensation at straight time for hours worked up to the forty (40) hour work week and at time and one-half (1 ½) for hours worked beyond forty (40) in a work week. Overtime may be received as overtime pay or as compensatory time.
- B. Part-time Transportation Aides will be offered extra hours first in order of greatest seniority and then by rotation to equalize the extra hours and ensure equity among part-time Transportation Aides on the same shift assignment. Consideration of the available work's proximity to the actual shift of the part-time worker will also determine assignment of hours. Hours will start anew each January 1st.

Section 14.7. Compensatory Time Conversion. Unused compensatory time can be converted to cash at separation from the Agency up to the sixty (60) hour maximum accumulation total.

Section 14.8. If a Transportation Aide's car breaks down during an assigned trip, he/she should immediately advise the transportation coordinator by cellular phone. Primary attention should be given to getting the client to their destination safely; secondly, the aide should see to repairing the car. The Transportation Aides will stay on duty until other transportation arrangements can be made for his/her riders.

Section 14.9. Any regularly scheduled extra hours that are available will be first offered to part-time employees, in the applicable classification, before utilizing any on-call staff (per diem).

ARTICLE 15
WORK ASSIGNMENTS, JOB DESCRIPTIONS, AND
TEMPORARY ASSIGNMENTS

Section 15.1. The Employer agrees that persons outside the bargaining unit will not perform bargaining unit work (i.e., work normally performed by the job classifications in the bargaining unit) except for those tasks and contracted services listed in Appendix "B" and "C" or as otherwise set forth herein. Alleged violations of this article shall be handled through the grievance procedure.

The Employer may subcontract/assign work to non-bargaining unit employees under the following conditions:

- A. Demonstration work performed for the purpose of training employees.
- B. Work required of the supervisor/non-bargaining unit employees by emergency conditions which if not performed might result in interference with agency business, bodily injury, or loss or damage to property.
- C. Work which, under the circumstances that existed, it would be unreasonable to assign to a bargaining unit employee and which is negligible in amount.

- D. Work that historically has been overlapping in nature in that it has been normally performed by a supervisor/non-bargaining unit employee, even though similar duties are found in jobs in the bargaining unit, where such work is so minute/routine that it has not been set forth in the appendices addressed above.

Such contracting out or subcontracting shall not be done for the purpose of reducing the employee's work week or hourly rates of pay, or erosion of job classifications, except as otherwise provided herein.

When the subcontracting of work is not of the nature set forth in the appendices referenced above, and is of the nature set forth in Subsection "D" above, and an emergency does not exist, the Employer agrees to notify the Union Business Agent of its intent to subcontract, and upon written request, agrees to meet with the Union to discuss reasons and alternatives prior to such subcontracting.

Should the Employer deem it necessary to contract out specific tasks, part-time bargaining unit employees will be given first opportunity to perform such tasks, provided that a qualified part-time employee is available and willing to perform the work and possesses the experience, knowledge, skills, and ability necessary to perform the job.

The final determination as to whether or not to contract out specific work, as set forth above, is reserved to management, provided however, that contracting out does not occur while bargaining unit employees in the applicable position(s) are on layoff or for the sole purpose of causing a reduction in force. It is further understood that the Employer retains the right to attrition in cases of death, retirement, or separation. In other words, the Employer retains the right to determine the size and composition of the work force and each department's organizational structure, and to determine the existence of a job vacancy, the duties to be included in all job classifications, and the standards for quality and performance.

Section 15.2. In the event the Employer determines it necessary and/or prudent to discontinue specific operations or services which would result in the discontinuation of a bargaining unit classification, the Employer

will provide thirty (30) calendar days advance notice and meet with the Union to discuss the decision and the impact upon existing bargaining unit employees. The Employer will not implement during the thirty (30) day notice period.

Section 15.3. The Employer shall provide the Business Agent and Chief Steward (or other designated steward) with one (1) copy of each job description covering bargaining unit employees ninety (90) days prior to the expiration of this contract. Whenever the Employer determines a modification in any job description is necessary, a copy of such modification shall be provided to the Union and any affected employees. Whenever a proposed modification to a job description substantially and materially changes the job duties and responsibilities of a position, the Union steward shall have five (5) working days to submit a written request to the Executive Director to meet and discuss an appropriate rate of pay. The meeting shall be scheduled within ten (10) calendar days of the Union's written request. If the parties are unable to reach an agreement on the appropriate rate of pay, the Union may file a grievance on that issue with the Trumbull County Children Services Board (Board) within five (5) calendar days of either party declaring impasse. At the next regularly scheduled Board meeting, the Board will consider the grievance in Executive Session as presented by the Union and the Employer and decide the issue.

The Board's decision regarding the grievance will be typed and submitted to the Union within five (5) working days of the Board's decision.

A proposed modification in a bargaining unit job description will not take effect until the five (5) day time period to request a meeting has elapsed without a written request being filed, or until the time period to initiate a grievance has elapsed without a grievance being filed, or a filed grievance has been addressed by the Board.

If the employee perceives that there is a substantial or material change in job duties and responsibilities that has not been recognized, documentation of this point may be raised with the Employer through the employee's department head. If the issue is not resolved at this level,

the matter may be further processed through the Labor Management meetings and/or through the grievance procedure as cited above in this Section 15.3.

Section 15.4. Whenever the Employer assigns an employee the duties and responsibilities of a higher classification for three (3) consecutive hours or more, the assigned employee shall receive the minimum rate of pay for the higher classification, or twenty-five cents (\$.25) per hour, whichever is greater. Employees temporarily assigned the duties of a lower classification shall not be reduced in pay.

Section 15.5. A transportation employee's automobile must be in safe operating condition, available every scheduled work day, and capable of carrying the driver as well as minimum of three (3) passengers and a maximum as the vehicle allows as a condition of employment as a Transportation Aide.

Section 15.6. Transportation Aides must maintain the appropriate license under Ohio law for transporting agency clients. If the law changes to require a CDL which affected Transportation Aides, the Employer will arrange for initial training of affected employees, at no cost to the employee.

ARTICLE 16 **WORK RULES**

Section 16.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals not expressly limited herein, has the right to promulgate reasonable work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the conduct of employees in the work place and the conduct of the Employer's services and programs.

Section 16.2. The Employer recognizes that no work rules, regulations, policies, and procedures shall be established or maintained that are in violation of any express terms of this agreement.

Section 16.3. Absent circumstances beyond the control of the Employer, the Employer shall post on Employer bulletin boards any work rule, regulation, policy or procedure affecting bargaining unit employees at least ten (10) work days prior to implementation and enforcement, with a copy forwarded to the Union business agent or designee on the day of the posting. Upon the Union's written request, the Employer agrees to meet with the Union during the ten (10) day period prior to the implementation to discuss the impact of the new rule on the bargaining unit. The Union may challenge any arbitrary or capricious work rule, policy or procedure, by filing a grievance at the Executive Director's step within three (3) working days of said meeting.

ARTICLE 17 **PERSONAL DAYS**

Section 17.1. Bargaining unit employees are entitled to three (3) personal days per year. New employees earn personal days on a pro-rate basis as they accumulate employment time. Only full-time employees can earn personal days.

Section 17.2. Personal Day Conversion. Personal day conversion is available at the rate of one (1) hour's base pay for every one (1) hour of unused personal day credit (100%).

At the end of each year, employees may convert unused personal day time to cash, or carryover a maximum of two (2) personal days to the next year, or opt for some combination of the above choices.

Personal days can also be converted to cash at separation from the Agency at the one hundred percent (100%) rate.

Exclusions

- Any employee separating from the Agency after less than a full year of employment is not eligible for cash conversion of personal days.
- Only full-time employees can earn personal day time and thus be eligible for the conversion plan.

- Personal days are non-transferable into or out of the Agency.

ARTICLE 18 **MILEAGE**

Section 18.1. Mileage Reimbursement. The Trumbull County Children Services Board provides mileage reimbursement to employees who drive privately owned vehicles while carrying out their authorized job responsibilities. The mileage reimbursement rate paid to bargaining unit members is the same rate paid to all Agency staff employees. The mileage reimbursement for bargaining unit employees shall be the Federal IRS rate. Information on the procedures for claiming mileage is available from supervisory personnel.

ARTICLE 19 **WAGES**

Section 19.1.

- A. Wage schedules and rates of pay for bargaining unit employees shall be as set forth in Appendix H.
- B. Step Advancement: For calendar years 2011 through 2014, eligible employees who have completed one (1) year of service or more as of May 1, of the applicable calendar year, will advance one step on the applicable wage schedule for their classification. Step advancement shall be effective with the first pay in May of the applicable calendar year.
- C. Full-time employees who have completed one (1) year of full time service or more as of October 1, 2012 shall be entitled to a one-time lump sum payment as follows:

Employees with one (1) through ten (10) years of service \$300.00

Employees with eleven (11) years of service or more \$1000.00

Section 19.2. The Employer agrees to pick up and pay nine percent (9%) of the employee's share of Public Employees Retirement System (PERS).

Section 19.3.

A. Full-time bargaining unit employees shall be eligible for longevity compensation in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Longevity Amount</u>
After seven (7) years	\$0.25
After fourteen (14) years	\$0.50
After twenty (20) years	\$0.75
After twenty-five (25) years	\$1.00

B. Effective January 1, 2013, full-time bargaining unit employees shall be eligible for longevity compensation in accordance with the following schedule:

After five (5) years	\$0.20
After six (6) years	\$0.25
After seven (7) years	\$0.30
After eight (8) years	\$0.35
After nine (9) years	\$0.40
After ten (10) years	\$0.45
After eleven (11) years	\$0.50
After twelve (12) years	\$0.55
After thirteen (13) years	\$0.60
After fourteen (14) years	\$0.65
After fifteen (15) years	\$0.70
After sixteen (16) years	\$0.75
After seventeen (17) years	\$0.80
After eighteen (18) years	\$0.85
After nineteen (19) years	\$0.90
After twenty (20) years	\$0.95
After twenty-one (21) years	\$1.00
After twenty-two (22) years	\$1.05

After twenty-three (23) years	\$1.10
After twenty-four (24) years	\$1.15
After twenty-five (25) years	\$1.20
After twenty-six (26) years	\$1.25
After twenty-seven (27) years	\$1.30
After twenty-eight (28) years	\$1.35
After twenty-nine (29) years	\$1.40
After thirty (30) years	\$1.45

Longevity pay is a supplement and shall be added to the employee's base rate of pay to calculate the total hourly wage. Years counted toward longevity are full-time years worked in active pay status at Trumbull County CSB regardless of the job or position.

Notwithstanding the above, when a part-time employee becomes full-time, the employee's hours worked as a part-time employee will be credited toward full-time service (e.g., 1040 part-time hours worked shall be equivalent to one-half year of full-time service).

- B. Advancement on the longevity schedule to the next level (e.g., \$.25 to \$.50) shall occur commencing with the first full pay period following completion of the applicable years of full-time service.

Section 19.4. In consideration of the regular and daily use of a personal vehicle for transport services (transporting of clients/children), non-probationary employees (currently transportation, family support workers, and case aides) will be entitled to an annual transportation allowance of \$300. Such allowance will be paid quarterly in seventy-five (\$75) installments during the first month of each quarter (i.e., January, April, July, and October), and shall be made with the first pay of the applicable month.

An employee will be entitled to such quarterly transportation installments provided said employee has been in active pay status for the full preceding quarter and has provided transport services within the quarter.

Section 19.5. Whenever an employee is voluntarily reduced or demoted to a lower classification (lower base rate of pay), said employee shall move to the same step within the lower classification and level if the rate of pay for the prior classification is higher than the maximum rate of pay for the lower classification.

Section 19.6. Promotional Increases. All employees will be treated equally and fairly. Promotions as used herein shall mean moving from one classification to a higher classification with a higher base rate (Step 1) of pay. Promotions will be based on time eligibility, experience within the agency, skills, knowledge, ability to perform the work, and evaluation (see also Article 11 – Job Bidding). Employees promoted to a higher classification will be placed at the closest step on the higher pay range which grants at least a three percent (3%) increase.

Section 19.7. New hires will normally be hired at the minimum rate of pay for the applicable position; however, the Executive Director, at his discretion, may bring an employee in at a higher rate based upon skill, ability, and experience.

ARTICLE 20 **BEEPER PAY/CALL OUT**

Section 20.1. The Maintenance Repair Workers shall, on alternate week, be required to carry a beeper and be available for emergency call outs. Each Maintenance Repair Worker will be compensated one thousand five hundred dollars (\$1,500) per year, as beeper pay, to be paid in twenty-six (26) annual installments. An additional twenty-five dollars (\$25.00) per holiday will be paid to the Maintenance Repair Worker who is on-call during one (1) of the total of thirteen and one-half (13.5) recognized holidays.

If a Maintenance Repair Worker is on extended leave for more than two (2) consecutive weeks, the remaining Maintenance Repair Worker shall carry the beeper and receive the bi-weekly beeper pay installments. Upon return of the absent Maintenance Repair Worker, the two employees will work out a mutually agreed upon schedule, to allow the

absent employee to equalize the time on call, and shall submit any such adjusted schedule to the Department Supervisor. The Supervisor will review and approve the adjusted schedule.

Section 20.2. Whenever a maintenance employee is called out to report to work at a time that does not abut his regularly scheduled work hours, said employee shall receive three (3) hours of work or three (3) hours of pay at the applicable rate of pay. The supervisor/department head may, in extenuating circumstances, require that the employee perform work for the full three (3) hours, less one-half (1/2) hour travel time.

ARTICLE 21 **HEALTH INSURANCE**

Section 21.1. The employees in the bargaining unit who are regularly scheduled to work twenty-five (25) hours or more may choose to be covered either by the Trumbull County Children Services Board's health insurance plan or by the Teamsters' health insurance plan. If the eligible employees in the bargaining unit choose to remain with the Trumbull County Children Services Board's health insurance plan, they must accept all of the plan's conditions, requirements, and cost savings measures as determined by the Board and/or the Health Care Review and Cost Containment Committee (HCRCC) set forth herein. The availability of two different insurance plans may terminate effective June 30, 2012.

During the course of the agreement, the Trumbull County Children Services Board will pay the Employer medical insurance contributions, less any established employee contribution, for disabled employees who are enrolled in the Agency's medical insurance at the time disability occurs, for up to six (6) months following the disabling event (time spent on the Family and Medical Leave for the same disabling condition is tolled against the six month period).

Section 21.2. A Health Care Review and Cost Containment Committee (HCRCC) shall be established for the purpose of reviewing health care costs and benefit levels in order to make recommendations to reduce the overall cost. The HCRCC shall be comprised of representatives from

the Union, representatives from Personnel Practices, and representatives from the Administration. Each group (i.e., Union, Personnel Practices, and Administration) shall elect or appoint three (3) of their representatives to serve as voting members of the Committee. The HCRCC committee will gather information relative to multiple tiers, and if acceptable to the Board and the HCRCC committee, the HCRCC committee will have the authority to establish extra multiple tiers.

The HCRCC shall be convened at least ninety (90) calendar days prior to the plan expiration date for the purpose of modifying the base health plan and benefit levels in order to obtain measurable reductions in the plan valued at \$75,000 or more per plan year. The committee may also make recommendations to modify any "buy up" (overall higher benefit levels) plan.

Any valid recommendations of the Committee will be adopted by the Employer. ("Valid," as used herein, shall mean changes which can be incorporated into an available plan with the result of a measurable reduction in cost.)

Should the HCRCC make recommendations which do not result in measurable plan reductions valued at the mandatory \$75,000, the Employer may adopt additional cost containment provisions to ensure overall plan reductions of \$75,000 per full plan year.

Section 21.3. Commencing with the effective date of this Agreement, the Employer and participating employees shall contribute the following monthly amounts for base plan coverage under the Employer's group insurance plan. Participating employee health plan contributions shall be through payroll deduction.

<u>Plan Year</u>	<u>Employer Contribution</u>	<u>Employee Base Contribution*</u>
	(Percentage of premium/plan cost)	
Oct 2012**	93%	7%
Jan 2013	91.5%	8.5%
Jan 2014	90%	10%

*The Employer will pay the established percentage contribution for each applicable tier based upon the base plan cost. Any employee who elects to participate in a "buy up" plan will be responsible for any costs in excess of the employer contribution for the applicable tier.

**Commencing October 1, 2012.

An employee may elect single or family coverage, or such other applicable tier as may be available, and must sign a voluntary payroll deduction form for any employee contribution in order to participate/continue to participate in coverage.

ARTICLE 22 **SICK LEAVE**

Section 22.1. Sick Leave. Sick leave is earned by all employees on the basis of four and six-tenths (4.6) hours for each eighty (80) hours of service (i.e., .0576 hours per regular hour in active pay status). Sick leave applies to those working full-time, part-time, or on a per diem or hourly basis. Employees who are paid for overtime earn additional sick time according to the same ratio.

Sick leave credit is not earned when an employee is on leave without pay.

Accumulated sick leave is transferable upon re-employment or may transfer in Ohio public service work settings.

Section 22.2. Usage of Sick Leave. Employees may use sick leave for absence due to personal illness, injury, medical, dental, or optical treatment, or exposure to contagious disease which could be communicated to other employees, and due to illness, injury, or death in the employee's immediate family defined as follows:

Grandparents	Brother	Brother-in-law
Father	Sister	Sister-in-law
Mother	Spouse	Son-in-law
Child	Grandchild	Father-in-law
Mother-in-law	Daughter-in-law	

Legal Guardian Relationships

or other person who stands in place of a parent (loco parentis).

Section 22.3. Reporting Sick Leave. Employees who will be on sick leave are responsible for telephoning not later than fifteen (15) minutes following their start time to report off to the immediate supervisor. Employees with assignment responsibilities commencing prior to normal agency starting times must report off early enough to allow for timely coverage. Subsequent reports should be made each day unless the nature of the illness/injury is such that an estimated time of absence can be projected. Individual supervisors may develop more specific guidelines for reporting off for their work units.

Upon returning to work after use of sick leave, an employee must complete and sign and "Application for Leave" form to justify use of sick time. The completed form is to be forwarded to the Personnel Office. In cases of extended absence, the form may need to be completed prior to the return to work.

The Agency reserves the right to request a doctor's statement when:

- A. An employee has a sick leave bank of 120 hours or more and the employee's sick leave extends beyond three (3) days. Such sick leave bank requirement will be prorated for part-time employees.
- B. When Family and Medical Leave (FML) is being requested/charged.
- C. An employee has a sick leave bank of less than 120 hours and the employee's sick leave extends beyond two (2) days. Such sick leave bank requirement will be prorated for part-time employees.
- D. A doctor's statement may also be requested to release the employee to return to the job after a serious illness or injury.
- E. Additionally, whenever the Employer has provided an employee with written notice of excessive and/or patterned absence, inclusive of expected improvement, the Employer may require that any future requests for sick leave by said employee be

accompanied by a signed statement from a licensed physician in order to justify the use of said leave. Excessive/patterned absence may also be cause for discipline. The Employer is committed to consistency under similar circumstances.

Sick leave is substituted for unpaid Family and Medical Leave whenever an employee seeks the benefits/protections of the Family and Medical Leave Act and for absences which qualify under FML. Family and Medical Leave is available to eligible employees generally for absences of three (3) consecutive work days or more, or for intermittent leave as certified as medically necessary. Sick leave must also be exhausted prior to seeking an unpaid leave of absence for reasons of disability under Agency personnel policy, except that an employee who qualified for disability benefits under any Agency sponsored disability plan may elect not to continue the use of paid sick leave.

Section 22.4.

Cash Conversion of Unused Sick Leave. Eligible employees have the option of converting unused sick leave to cash on an annual basis. Conversions of unused sick leave to cash can also occur at the point of separation from the Agency.

Annual Sick Leave Conversion. Sick leave conversion is available at the rate of one (1) hour of base pay for every two (2) hours of unused sick leave credit (fifty percent (50%) rate). Employees must store up and maintain one hundred twenty (120) hours of earned sick leave before they are eligible for the conversion plan.

At the end of each calendar year, those eligible have the option of converting to cash any unused sick leave earned in that year up to a maximum of one hundred twenty (120) hours. This means the employee converting one hundred twenty (120) hours would be paid for sixty (60) hours at their current hourly rate, but all one hundred twenty (120) hours would be considered to be used up.

Conversion Upon Separation. Sick leave can also be converted to cash at separation from the Agency by the following method: 1)

calculate fifty (50%) percent of accumulated sick leave time; 2) this amount will be reimbursed to the employee up to a maximum of four hundred eighty (480) hours.

Only employees who have completed one (1) full year of employment with this Agency are eligible to participate in the annual conversion process.

ARTICLE 23
BEREAVEMENT LEAVE

Section 23.1. Employees shall receive two (2) days off (bereavement), no deducted from sick leave, for a death in the nuclear family (parents, spouse, or children). Additionally, an employee can use up to five (5) more days from sick leave, or vacation if sick leave is not available.

Additional time from available vacation, personal or comp time may be requested as needed and is subject to supervisory approval. Should the supervisor deny a request, the employee may submit such request to the Department Manager for reconsideration.

B. One (1) bereavement leave day is allowed for the following:

- | | | |
|---------------|------------------------------|-----------------|
| Grandparents | Brother | Brother-in-law |
| Sister | Sister-in-law | Grandchild |
| Mother-in-law | Father-in-law | Daughter-in-law |
| Son-in-law | Legal guardian relationships | |

Additional days from sick leave, up to a combination of five (5) total days, may be taken for all family members listed.

C. Additional sick leave may be granted where special circumstances exist and as approved by the Executive Director/designee (executive staff).

Section 23.2. For nieces and nephews, up to three (3) sick leave days may be taken.

ARTICLE 24 **TRAINING**

Section 24.1. Employees who are required to attend work-related training, or who have been given prior approval for their attendance with work-related training, shall be considered to be in paid status for such training.

Section 24.2. Training opportunities within job classifications will be made available in a fair and equitable manner.

Section 24.3. The Employer will provide/make available Red Cross training (standard first aid/adult CPR) in even-numbered years to designated employees within the bargaining unit (i.e., maintenance, custodial, transportation, case aides, and homemakers). The Agency will pay the employee's salary for time spent in training. The employee may choose to attend Red Cross training on his/her own. If the employee shows the Agency a card or certificate of completion, the Agency will pay the employee's salary for time spent in class.

ARTICLE 25 **EQUIPMENT**

Section 25.1. The Employer agrees to have a cellular phone available on loan to a Homemaker upon request and upon supervisory approval.

Section 25.2. The Employer agrees to provide three (3) TV/VCR units for the Homemakers to present homemaking, home management, and parenting skills to clients in their households. These three (3) TV/VCR units will also be available to other departments and employees within the agency when they are not being used by the Homemakers.

ARTICLE 26
DRUG AND ALCOHOL POLICY AND PROCEDURES

Section 26.1. The Trumbull County Children Services Board has a legal obligation to provide child welfare services to the children and families of Trumbull County when children are in danger because of abuse, neglect or dependency. As these services are provided by Agency staff members, all staff members must be able to perform their job responsibilities safely and efficiently, free from the effects of drugs, alcohol, or other job-impairing substances.

Section 26.2. To accomplish this, the agency will follow the Trumbull County Drug and Alcohol Use Policy and Procedure. All employees will be provided with a copy of the policy within thirty (30) days of implementation of the policy and/or upon hiring. The Designated Employer Representative (DER) for Trumbull County Children Services will be the Human Resources Supervisor of the Trumbull County Children Services. The County's Medical Review Officer (MRO) is a private consulting firm hired by the County. The word "county" in the section Specimen Collection Procedure, Sections A, B, C, and D, refers to Trumbull County Children Services.

If the Trumbull County Commissioners change the County Drug and Alcohol Policy, or if there are changes in the DER or MRO, the agency will notify the Union Business Agent ten (10) calendar days from receipt.

ARTICLE 27
EXAMINATION OR RECORDS

Section 27.1. An authorized representative of the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any bargaining unit employee whose pay is in dispute.

ARTICLE 28
NO STRIKE/NO LOCKOUT

Section 28.1. The Employer and Union recognize that a work stoppage of any kind would jeopardize the provision of uninterrupted services to the citizens of Trumbull County, and this agreement provides for the orderly resolution of grievances in order to prevent work stoppages. The Union agrees that neither it, its officers, agents, representatives nor members will authorize, instigate, cause, aid, condone, or participate in any slowdown, strike, work stoppage or any other interruption of the Employer's operations or services. In the event of a violation of this pledge, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to the preparation and delivery of a letter to the Employer and the bargaining unit members stating that "the action is not sanctioned and all employees should return to work immediately." An employee who fails to return to work after notification by the Union or who participates or promotes such illegal strike activities is subject to discipline and/or discharge by the Employer. Nothing in this article shall be construed to limit the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. In addition, the Employer agrees that neither it, its officers, agents nor representatives will authorize, instigate, cause, aid, or condone any lockout of members of the bargaining unit unless those employees have violated provisions of this article.

ARTICLE 29
WORKERS' COMPENSATION

Section 29.1. The Employer shall provide workers' compensation insurance as provided by state law. A bargaining unit employee injured on the job, who provides a physician's statement that he/she is unable to work the remainder of his/her scheduled shift, shall be paid for the balance of the shift at his/her regular rate of pay. In the event symptoms do not occur until the next calendar day, and the accident/injury has been properly reported, the employee may utilize up to two (2) hours, not deducted from sick leave on that day, to seek medical attention, upon proper notice to the applicable supervisor. In the event the attending physician provides medical documentation that the employee is unable

to work the remainder of his/her shift on that day, the employee will be paid for the remainder of the shift. It shall be the responsibility of the employee to call to notify his supervisor of the inability to return to work and to provide the appropriate medical documentation.

The Employer will expeditiously complete the necessary form(s) to indicate its certification or non-certification of any claim.

Section 29.2. A report of any job-related accident or injury must be made to the Personnel Office no later than the next work day by the employee or the employee's supervisor, by way of an Accident/Injury on the date of occurrence. Copies of this form are available in the human resources and accounting office(s). If an employee fails to report an accident or injury as herein required, the employee may be subject to disciplinary action.

ARTICLE 30 **PART-TIME TO FULL-TIME**

Section 30.1. Should a part-time bargaining unit employee be assigned to fill a full-time position for more than six (6) consecutive months in a calendar year, the part-time employee shall achieve full-time status commencing with the fourteenth (14th) consecutive pay period in which the employee is scheduled to work forty (40) hour work weeks. In the event such assignment was made to fill a vacancy created by a full-time bargaining unit employee, upon return of the regular full-time employee, the assignment shall terminate and the assigned employee shall be returned to his former part-time position. If the part-time position no longer exists, the employee may be laid off in accordance with the provisions of Article 10 herein.

ARTICLE 31 **SEPARABILITY AND SAVINGS CLAUSE**

Section 31.1. In the event that any provision of this agreement is found to be contrary to governmental regulation or contrary to law by a court of competent jurisdiction, it shall be of no further force and effect. The remainder of the agreement shall remain in full force and effect. The

parties shall meet at mutually agreeable times in an attempt to negotiate a lawful provision on the same subject matter.

ARTICLE 32 **WEATHER EMERGENCIES**

Section 32.1. In the event of weather emergencies, staff should consider the Agency open unless a specific announcement regarding the closing of all Trumbull County offices is carried by the local media. However, the Agency's 24-Hour Emergency team and residential facilities will always remain operational.

Section 32.2. If the Agency is open but an employee cannot get to work due to weather conditions, vacation, compensatory time, or personal time may be used to cover the absence.

ARTICLE 33 **CONTINGENCIES UNFORESEEN**

Section 33.1. If it is agreed that in any case in which conditions arise which have not been provided for in this agreement, representatives of the Union and the Employer shall confer and make such necessary adjustments as are required. Any new agreement will be brought back to the membership for approval by majority in attendance at a specially called meeting by majority secret ballot vote.

In the event this occurs, both parties agree the notification will occur within a thirty (30) day period after either side has knowledge of such unforeseen contingencies.

ARTICLE 34 **VACATION**

Section 34.1. Full-time bargaining unit employees are entitled to vacation with pay after six (6) months of continuous service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon length of continuous service with the Employer as follows:

One (1) Yr of Service	Two (2) weeks*	3.1 hrs. per pay period
Two (2) Yrs of Service	Three (3) weeks	4.6 hrs. per pay period
Eight (8) Yrs of Service	Four (4) weeks	6.2 hrs. per pay period
Twenty-five (25) Yrs of Service	Five (5) weeks	7.7 hrs. per pay period

* Full-time employees are eligible to take one (1) week of vacation after six (6) continuous months of service.

Section 34.2. Part-time bargaining unit employees are entitled to vacation with pay on a pro-rated basis. The amount of vacation leave to which a part-time employee is entitled is based upon length of continuous service with the Employer as follows:

One (1) Yr of Service	3.1 hrs. per 80 actual hours worked**
Two (2) Yrs of Service	4.6 hrs. per 80 actual hours worked
Eight (8) Yrs of Service	6.2 hrs. per 80 actual hours worked
Twenty-five (25) Yrs of Service	7.7 hrs. per 80 actual hours worked

** Part-time employees are eligible to take up to one (1) week of earned vacation after six (6) continuous months of service.

ARTICLE 35 **HOLIDAYS**

Section 35.1. Full-time and part-time employees shall receive holiday pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Independence Day
Day after Thanksgiving	Labor Day
Christmas Eve	Christmas Day

Full-time bargaining unit employees are also eligible for one-half (1/2) day on New Year's Eve Day as a holiday (i.e., the afternoon of New Year's Eve). Employees are also eligible for any other holiday declared by the Trumbull County Children Services Board.

Section 35.2. For each holiday listed above, employees shall receive the number of hours they were scheduled to work at their base hourly rate as holiday pay. Employees who work on a holiday shall receive their regular rate of pay at time and one-half (1 ½) in addition to the holiday pay for all such hours actually worked. If a full-time employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed. Notwithstanding the above, any employee required to work on Christmas Day or New Year's Day, regardless of the day of the week the holiday is actually observed, shall be entitled to premium pay, at time and one-half (1 ½), for all such hours actually worked.

Section 35.3. If a holiday occurs while an employee is on vacation, the day will not be charged against his/her vacation leave.

Section 35.4. There shall be no pyramiding of premium pay, e.g., an employee shall not receive holiday premium pay and overtime for the same hours worked.

ARTICLE 36 **DURATION**

Section 36.1. This agreement shall be in full force and effect commencing October 1, 2012, through December 31, 2014.

The parties shall commence negotiations for the next contract as mutually agreed to, on or about September 1, 2014. Any comments to the media must be mutually agreed to and mutually released by both the Union and the Employer. If there is not mutual agreement, then the only comment to be made is "no comment" or that negotiations are continuing. A minimum of three (3) Union bargaining committee members will be compensated by Trumbull County Children Services Board for all scheduled time spent in negotiations during regularly scheduled work hours.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto assigned by their authorized representatives this 21 day of may, 2013.

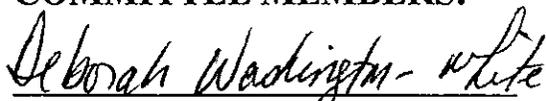
**FOR THE TRUMBULL COUNTY
CHILDREN'S SERVICE BOARD**

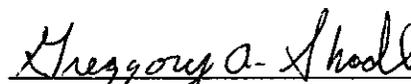
**FOR THE TEAMSTERS
LOCAL UNION NO. 377**

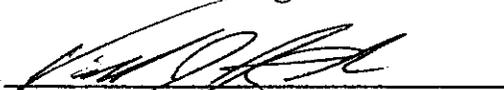

Timothy Schaffner

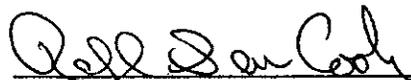

Richard Sandberg

COMMITTEE MEMBERS:


Deborah Washington-White


Gregg Shadle


William Stamp


Ralph "Sam" Cook


Janet Jarrett


Kelly Lockhart


Bobrea Robinson


Catherine Kosta


Patti Marko


Alison Gifford

APPENDIX A

Classification Series/Groupings

Classifications are listed in descending order of minimum rate of pay**

Series/Grouping – 01

Family Support Worker
Transportation Aide

Series/Grouping – 02

Computer Operator Specialist
Account Clerk/Social Service Specialist (parallel classifications)
Case Aide/Clerk/Stores Clerk/Telephone Operator/Typist/Clerical
Floater (parallel classifications)

Series/Grouping – 03

Maintenance Repair Worker
Custodial Worker/Cook (parallel classifications)

APPENDIX B
YOUTH LEADERS' TASKS WHICH OVERLAP
BARGAINING UNIT JOB DUTIES

1. Orders, prepares, and serves meals and snacks to children
2. Assists in transporting food to the dorms.
3. Purchases, transports, and stores groceries.
4. Orders, prepares, and serves meals for special projects, such as Strawberry Shortcake Festival, Boys' Unit Blast-Off, etc.
5. When attending recreational activities (camping trips, picnics, outings, etc.), orders food supplies, prepares meals, and assembles tents or other necessary equipment for the activity.
6. Wipes down refrigerator, stove, milk machine, cupboards, and counters in kitchen. Cleans interior of refrigerator and stove. Defrosts refrigerator. Unplugs drains with plunger if necessary.
7. Washes dishes by hand or by dishwasher. Cleans sink and interior and exterior of dishwasher.
8. Sweeps and wet mops kitchen floor.
9. Bags and takes out trash.
10. Cleans counters, sink, mirrors, toilets, and showers in bathrooms. Unplugs drains with plunger if necessary.
11. Washes, dries, folds, and puts away laundry. Laundry may include resident clothes along with washable items of the residence such as throw rugs and drapes.
12. Cleans lint out of dryer. Wipes down and cleans washer and dryer.

13. Sweeps living/dining area floor daily, sweeps carpets, cleans tables, cleans ½ baths, cleans wash room and coat room. General housekeeping of entire residence including closets and residence offices. Minor repair of wall paper.
14. Dusts furniture, Cleans woodwork, windows, walls, and baseboards.
15. Maintains the atmosphere and ambience of the dorm through moving and placement of furniture, hanging of pictures, arranging the décor, etc.
16. Changes incandescent and fluorescent light bulbs when the use of a stepladder or ladder is not required. Replaces batteries in smoke alarms when maintenance staff is not available. Maintenance staff will not be held responsible for batteries replaced by Center/Group Home staff. Center/Group Home staff must inform maintenance when they replace a smoke alarm battery.
17. Assists and supervises the planting and maintenance of flowers and plants around the residence. Pulls weeds around plants/flowers/shrubs.
18. Cleans smudges, dirt, etc., from inside windows when necessary.
19. Assists and supervises the sweeping and scrubbing of porches, picking up trash on the grounds, washing vans, and sweeping driveway.
20. Shovels snow from drives and puts salt on walkways at Boys' and Girls' Group Homes.
21. Boys' Unit Coordinator or Youth Leader uses rototiller on garden.
22. Assembles small recreation equipment requiring no more than a screw driver, pliers, or wrench.
23. Recreation coordinator repairs exercise and recreation equipment.

24. Makes minor and temporary non-electrical repairs to household equipment in an emergency situation.

Listed tasks may be performed individually by Youth Leaders or with the residents as a routine part of chores set by residence coordinators.

APPENDIX C
CONTRACTED SERVICES
**(Services Supplied To Trumbull County Children Services Board By
Independent Contractors And Businesses)**

1. Landscaping, grass cutting, lawn spraying, leaf pickup.
2. Snow plowing and removal.
3. Steam cleaning carpet and furniture
4. Maintenance and repair of the following:
 - A. Fire alarm system in administration building and dorms;
 - B. Telephone system and communication devices;
 - C. Administration building heating and cooling systems;
 - D. Office equipment, typewriters, and computers;
 - E. Recording equipment (Dictaphones, etc.); and
 - F. Copy machines
5. Repairs and maintenance to agency buildings and equipment through specific job contracts (e.g., asphalt sealing, painting ¹, asbestos removal, concrete work², masonry, plumbing³, electrical work⁴, etc.).

¹ Painting work, limited to single rooms and corridors with eight (8) feet or lower ceilings, could also be completed by agency maintenance repair staff.

2. New or replacement concrete work, limited to approximately fifty (50) square feet, could be completed by agency maintenance repair staff.
3. Agency maintenance repair staff can replace floor-mounted or wall-hung plumbing fixtures; replace or repair faucets, traps, etc., on fixtures; and replace exposed pipe and fillings.
4. Agency maintenance repair staff can complete electrical work limited to simple procedures exercising all normal safety and precautions. They can replace switches, fixtures, and small breakers.
6. Construction projects to enlarge, remodel, or scale down agency buildings, outdoor equipment, and grounds (other than projects similar to those completed in the past).
7. Any other work requiring a journeyman's license or work which is comprised of prescribed standards and requirements for the job task or for the person completing the work.
8. Transporting of children and/or adult clients at the agency's discretion, but recognizing an obligation to schedule forty (40) hours of work per week, including holidays, to actively employ full-time staff and to schedule twenty (20) hours including holidays as applicable, for actively employed part-time staff.

APPENDIX D
TRANSPORTATION DUTIES WHICH OVERLAP WITH
NON-BARGAINING UNIT JOB DUTIES

1. Transporting of children and/or adult clients.
2. Location, distribution, and delivery of food, clothing, furniture, and other items to agency clients and foster parents.
3. Delivery of messages, letters and other vital items to agency clients and foster parents.
4. Arrangement for travel and scheduling of appointments.
5. Provision of brief "babysitting services" to foster children and children of clients.
6. Collection of information from medical professionals.
7. Completion of paperwork, collating documents, and stuffing envelopes.
8. Supervising children who are waiting for visits, checking and cleaning toys in the visitation rooms.
9. Assisting other aides in the completion of routine tasks.

**APPENDIX E
PERIODIC TRANSPORTATION CHECKLIST**

Employee Name _____

Job Classification _____

Driver's License

License Number _____ Date Issued _____ Date Expires _____

Automobile Insurance Coverage

Type _____ Amount Of Liability _____ Amount Of Collision _____

Effective Dates From ____/____/____ To ____/____/____

Carrier _____ Policy Number _____

Insurance Payment Monthly Quarterly Semi-Annual Annual

Payment Verified ___Yes ___No If yes, how? ___Copy ___Cancelled Check

Auto Safety Inspection

Date: ____/____/____

	Acceptable	Needs Attention
Tires	_____	_____
Turn Signals All Lights	_____	_____
Seat Belts	_____	_____
Muffler/Exhaust	_____	_____
Heater/Defrost	_____	_____
Windshield	_____	_____
Doors Close	_____	_____
Loose Wires Under Dashboard	_____	_____
Auto Body	_____	_____

PERIODIC TRANSPORTATION CHECKLIST
(Continued)

Problems with Inspection - Describe/Explain _____

Have You Had Any Traffic Violations In The Past 12 Months? **Yes** **No**
If Yes, Please Explain: _____

Driving Observation

Date ____/____/____

Comments _____

Transportation Aide Signature _____ **Date** _____

Coordinator Signature _____ **Date** _____

PROCEDURES FOR PERIODIC TRANSPORTATION CHECKLIST

The automobile of the Transportation Aide is an integral part of performing one's job. A Transportation Aide without an adequate and safe automobile will not be able to meet his/her job responsibility and thus, subject themselves and/or children to a dangerous situation. Thus, to assure that this is not the case, the following procedures have been developed:

1. The Coordinator of the Transportation Department (hereinafter referred to as "Coordinator") will complete the employee's Periodic Transportation Checklist at least every twelve (12) months.
2. The Transportation Aide must verify or show proof of a valid driver's license and automobile insurance coverage which must be documented on Periodic Transportation Checklist every twelve (12) months.
3. The Coordinator must conduct a visual auto safety inspection of the Transportation Aide's automobile every twelve (12) months or more often if warranted. Any auto safety concerns that require repair must be documented accordingly. A specific repair plan with a designated time period must be implemented by the Coordinator to bring the employee's automobile within safe guidelines. If the employee fails to abide within the corrective plan, he/she will be subject to disciplinary action, which may include suspension until the automobile is repaired and brought into compliance with safety standards.
4. At a minimum of once per year, the Coordinator must accompany the Transportation Aide during a routine transportation trip in order to observe the aide's ability to adequately supervise the children along with his/her driving abilities, i.e., using proper turn signals, stopping at railroad crossings and stop signs, driving within speed limits, etc. The Coordinator will document his

observations of the aide's driving skills on the Period Transportation Checklist form.

5. Once per year, the Transportation Aide must have his/her automobile inspected by the Ohio Highway Patrol. Documentation of that safety inspection must be submitted to the Coordinator of the department accordingly. This inspection can be done during work hours.
6. Both the Coordinator and Transportation Aide must sign the Transportation Checklist form at least once every twelve (12) months. The original copy of the form should be retained by the Coordinator in his supervisory notebook. A copy shall be given to the Transportation Aide.

APPENDIX F

FAMILY RESOURCE WORKER DUTIES WHICH OVERLAP WITH OTHER STAFF (E.G., CASEWORKERS, TRANSPORTATION, CLERICAL, ETC.)

1. Accesses community resources for emergency needs of a client (food, clothing, utility shut-offs, shelter, etc.).
2. Works with mother and/or parents through hands-on demonstration to clean the home, especially at initial involvement before organization and teaching can occur. Helps free home and people of pests such as lice, roaches, etc.
3. Assists with and teaches:
 - a. good housekeeping practices and home management techniques;
 - b. basic nutrition principles;
 - c. meal planning and meal preparation;
 - d. shopping;
 - e. budgeting;
 - f. child care and child discipline;
 - g. personal health and hygiene;
 - h. everyday health care;
 - i. effective use of community resources;
 - j. organization and use of schedules to expedite and upgrade productivity and performance of mother/parent in the home;
 - k. human growth and development.
4. Recognizes situations that put children at risk for abuse/neglect and makes appropriate intervention and/or referral to agency or appropriate caseworker.
5. Deals effectively with a wide array of clients, i.e., violent, passive-aggressive, low intelligence, drug/alcohol addicted. Must be flexible enough to adjust their discussion and teaching methods to

suit the various needs of each client. Works with clients disabilities in a compassionate manner and without prejudice. Disabilities are defined by the American With Disabilities Act (ADA) (without this being an exhaustive list) as mental retardation, mental illness, AIDS, physical handicaps, and emotional disorders.

6. Supervises children when assigned by supervisor/coordinator in order for parents to attend counseling sessions or, in other situations, where children are in need of temporary adult supervision.
7. When directed by supervisor/administrator, appears in court as an agency representative to give pertinent testimony on cases served by the agency.
8. Instructs, under supervision, individual parents to teach them the essential basic knowledge, techniques, and skills required in their jobs. Prepares reports on activities conducted and makes recommendation for future planning and goals. Instructs, under supervision, groups of parents in basic homemaking and home management work skills. Prepares reports on activities conducted and makes recommendations for future planning and goals.
9. Receives inquiries from clients and refers problems to the caseworker.
10. Secures, from pre-determined sources, specific information as requested by the caseworker and/or supervisor to be used in the casework process.
11. Secures emergency food, clothing, and shelter for clients, as well as money for emergency food orders, for restoring utilities, etc.
12. Works with the Health Department personnel, and other health care employees to assure that parents are providing medical and health care and the necessary follow up for the family.

13. Assists clients to apply for or utilize available community resources.
14. Under casework and/or supervisor direction, assists families to secure housing, necessary furnishings, and essential utensils.
15. Participates under supervisory direction, in public relations and a variety of activities: passing out flyers, attending various fairs, and assisting agency personnel at training and informational events.
16. Maintains case records and to secure completion of necessary computer and state forms related to Family Resource Worker services (e.g., opening and closing status slips and dictation).

APPENDIX G

Case Aide Duties which overlap with other staff (e.g., Caseworkers, Family Support Workers, Transportation, Clerical, etc.)

(The listing below is not inclusive, but is intended to describe the most common assignments and to depict tasks that are consistent with the basic functions and qualification requirements for this position.)

1. Performs a variety of clerical and support functions to assist caseworkers in securing necessary information and documentation relative to families and children utilizing written and/or verbal communication methods.
2. Prepares and types forms, cover letters, and other correspondence to ensure collection and maintenance of necessary information/documentation (e.g., releases of information, birth certificates, medical/dental forms, school enrollments, school record release forms, MED Ed forms, psychological, fingerprinting, etc.).
3. Makes contact (by mail, fax, telephone, and/or face-to-face) with family members, collateral contacts, physicians and representatives of community service agencies to secure necessary information documentation, and/or signatures; receives and responds to a variety of telephone inquiries.
4. Assists with preparation and distribution of variety of information (e.g., visitation schedules, monthly newsletters, flyers, brochures, etc.); compiles information and packets for training.
5. Assists with scheduling and arranging of gatherings, meetings, and/or training sessions (e.g., schedules facility/location, prepares notices; purchases necessary gift items; coordinates food/meals, as may be appropriate; registers and records attendance; etc.).

6. Provides a variety of clerical and support assistance to aid casework staff in the provision of services (e.g., assists with completion of re-determinations, FACES/PRC forms, etc.; prepares/assists with the preparation of case history and other lists; complies information; performs data entry; mails/files documents, etc.).
7. Monitors a variety of requests for services/appointments (e.g. transportation, family support worker, psychological services, sexual abuse treatments, etc.) to facilitate timely provision of services; communicate with caseworkers regarding necessary follow-up.
8. Conducts a client search (SACWIS) to determine any prior case activity; or other information, as assigned.
9. Assist with visitations and the provision of transportation (clients/personal items), as appropriate. May conduct home visits to assist with site and safety issues or for some other specified purpose (excluding home visitation (monitoring a visit) other than to assist.
10. Assists with agency events (e.g., planning and organizing recruitment gatherings, picture development, color copying, communication with other agencies, etc.).
11. Supervise and provides care to children when needed.
12. Receives and responds to all inquiries from clients or foster parents.
13. Assists with coordination and performance of scheduling and tracking necessary for medical and dental examinations (e.g., sends out reminder letters and dental and physical forms; enters data into computer files; files documentation; etc.).
14. Compiles or assists with compilation of social/medical histories; communicates with caseworker and supervisor, as necessary.

15. Completes a variety of forms for submission to ODJFS and case file.
16. Performs a variety of clerical tasks to assist with the efficient operation of the work unit (e.g., generates, updates, and/or orders forms; types data sheets and status slips; maintains log book; compiles a variety of informational packets; compiles statistics, etc.).
17. Orders and compiles forms and monitors adequate ongoing supply for social service functions.
18. Coordinates Agency fingerprinting of prospective resource/foster parents (e.g., types and checks fingerprint cards; mails cards to B.C.I. and FBI; receives and reviews B.C.I. billings to ensure accuracy and forwards to accounting, etc.)

2011-2014

APPENDIX H

PAY RANGE TABLE OF BASE RATES FOR BARGAINING UNIT

Range	Step1(base)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	20,761.39	21,469.16	22,176.94	22,884.71	23,592.49	24,300.26	25,008.04	25,715.81	26,423.59	27,076.05
	9.981	10.322	10.662	11.002	11.343	11.683	12.023	12.363	12.704	13.017
2	21,941.02	22,648.80	23,356.57	24,064.35	24,772.12	25,479.90	26,187.67	26,895.45	27,603.22	28,255.68
	10.549	10.889	11.229	11.569	11.910	12.250	12.590	12.931	13.271	13.584
3	22,648.80	23,474.52	24,300.26	25,126.00	25,951.74	26,777.48	27,603.22	28,428.95	29,254.69	30,015.89
	10.889	11.286	11.683	12.080	12.477	12.874	13.271	13.668	14.065	14.431
4	23,356.57	24,300.26	25,243.97	26,187.67	27,131.36	28,075.07	29,018.76	29,962.46	30,906.17	31,776.11
	11.229	11.683	12.137	12.590	13.044	13.498	13.951	14.405	14.859	15.277
5	28,664.88	29,608.58	30,552.27	31,495.98	32,439.68	33,383.37	34,327.08	35,270.78	36,214.47	37,084.42
	13.781	14.235	14.689	15.142	15.596	16.050	16.503	16.957	17.411	17.829

- Range 1 Cook/Custodian
- Range 2 Transportation Aide
- Range 3 Clerk/Case Aide/Telephone Operator/Stores Clerk/Typist/Data Entry Clerk
- Range 4 Account Clerk/Family Support Service Worker/Social Service Specialist
- Range 5 Computer Operator Specialist/Maintenance Repairman