



AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

09-23-13
13-MED-06-0785
0027-01
K29842

AGREEMENT BY AND BETWEEN

THE ALLEN COUNTY CHILDREN SERVICES BOARD

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

August 3, 2013 through August 2, 2016

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	UNION RECOGNITION	1
ARTICLE 3	UNION SECURITY	3
ARTICLE 4	UNION RIGHTS AND REPRESENTATION.....	3
ARTICLE 5	PLEDGE AGAINST DISCRIMINATION AND COERCION	6
ARTICLE 6	MANAGEMENT RIGHTS	6
ARTICLE 7	NO STRIKE/NO LOCKOUT	7
ARTICLE 8	GRIEVANCE PROCEDURE.....	8
ARTICLE 9	PERSONNEL FILES.....	10
ARTICLE 10	WORK RULES.....	11
ARTICLE 11	DISCIPLINE.....	11
ARTICLE 12	SENIORITY	13
ARTICLE 13	LAYOFF AND RECALL.....	14
ARTICLE 14	JOB POSTINGS AND BIDDINGS.....	15
ARTICLE 15	CONTRACTING OF WORK	17
ARTICLE 16	HEALTH AND SAFETY	17
ARTICLE 17	PERFORMANCE EVALUATIONS.....	17
ARTICLE 18	JOB DESCRIPTIONS	18
ARTICLE 19	POSITION AUDITS.....	18
ARTICLE 20	HOURS OF WORK/OVERTIME.....	18
ARTICLE 21	COMPENSATION	20
ARTICLE 22	INSURANCE.....	21
ARTICLE 23	VACATION.....	22
ARTICLE 24	SICK LEAVE	23
ARTICLE 25	HOLIDAYS	25
ARTICLE 26	LEAVES AND LEAVES OF ABSENCE.....	26
ARTICLE 27	WORKERS COMPENSATION.....	30
ARTICLE 28	WAIVER IN CASE OF EMERGENCY	30
ARTICLE 29	SEVERABILITY	31
ARTICLE 30	DURATION.....	31
ARTICLE 31	SCOPE OF THE AGREEMENT.....	32
SIGNATURE PAGE		33
APPENDIX A	Career Tracks/Classification Process.....	34

**ARTICLE 1
PREAMBLE**

The parties to this Agreement are the Allen County Children Services Board, ("Employer"), and the Communications Workers of America, AFL-CIO, ("Union").

**ARTICLE 2
UNION RECOGNITION**

Section 2.1: The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for "bargaining unit employees" as defined in Section 2.2 of this Article. The Employer has recognized the Union pursuant to a voluntary recognition petition in accordance with Revised Code Chapter 4117.

Section 2.2: Wherever used in this Agreement, the term "bargaining unit employees" shall mean all regular full-time employees and all regular part-time employees employed by the Employer who hold positions in the classifications listed below; however, when a vacancy occurs in any position, the Employer is not required to fill the position:

Account Clerk
Fiscal Coordinator
Clerical Specialist
Family Aide I
Family Aide II
Family Aide III
Child Welfare Caseworker I
Child Welfare Caseworker II
Child Welfare Caseworker III
Data Technician
Para-Legal
Case Aide
Outreach Worker
Transporter

- a. The term "regular full time employees" shall mean bargaining unit employees who are normally scheduled to work 32 or more hours per week.
- b. The term "regular part time employees" shall mean bargaining unit employees who are normally scheduled to work weekly less than 32 hours per week.

Section 2.3: All management, confidential and supervisory personnel within the meaning of Ohio Revised Code 4117--including the

Executive Director,
Director of Intake & Assessment Services
Director of Social Services,
Director of Administrative Services,

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

Child Welfare Caseworker Supervisor,
Information Technology Supervisor
Communications Coordinator
Quality Improvement Manager
Case Review Program Coordinator
Administrative Coordinator
Administrative Assistant

and all "casual and seasonal employees" and "students" within the meaning of Revised Code 4117, independent contractors, persons employed by the Employer to work less than 980 hours per year (Intermittent), and all other persons employed by the Employer not included in Section 2.2 of this Article are excluded from the bargaining unit.

Section 2.4: The Employer reserves the right to create and fill new bargaining unit positions without bargaining with the Union subject to the following conditions:

a. Unit/Non-Unit Placement

The Employer agrees to notify the Union when a new position has been created and to indicate whether the position is included or excluded from the bargaining unit and provide the Union with a written job description, qualifications, and pay range. Within three working days after notification, the Employer and Union will meet in an effort to reach agreement on whether the position is within or outside the bargaining unit. Should the Union disagree with the Employer's designation, the Union reserves its right to file a unit clarification petition with SERB. If the Employer believes the position is outside the unit, the Employer may fill the position. Prior to posting, the Employer will discuss with the Union the job duties and qualifications.

b. Should the Union and the Employer agree that the position is in the bargaining unit,

1. The Union and the Employer will negotiate, within six working days after notification to the Union that the position is created, the terms of employment of the new position to conform with the terms of the collective bargaining agreement and the position shall be posted and filled in accordance with Article 14, Job Postings and Biddings
2. The Employer reserves the right to post and fill the position on the terms the Employer last offered the Union in writing.
3. If no agreement is reached on those terms, the Union may demand binding arbitration by submitting a demand in writing to the Executive Director within seven working days after the Employer notified the Union that the position was being created. The arbitrator must place the position in a pay range and step set forth in Article 21, Section 21.1. Prior to arbitration, the Employer may withdraw the new position and/or the Union may withdraw its objections. Choice of arbitrators and arbitration procedures set forth in the parties' grievance/arbitration article of this contract shall be followed

**ARTICLE 3
UNION SECURITY**

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

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

Section 3.3: During the term of this agreement, any bargaining unit employee may resign as a member of the Union. However, any bargaining unit employee who was a member of the Union on August 3, 2004, shall tender to the Union an amount, not to exceed a fair share fee in accordance with federal law, as a maintenance of membership fee.

Section 3.4: Each bargaining unit employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless and until a bargaining unit employee certifies, in writing, the desire to revoke dues authorization. Dues deduction shall cease to be effective the pay period following the pay period in which the revocation is received, except that the fair share fee shall be deducted in accordance with federal law for those employees who were members of the Union in accordance with Section 3.3 of this Article.

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

Section 3.6: Upon written authorization of an employee, the Employer shall check off payments to a designated credit union.

**ARTICLE 4
UNION RIGHTS AND REPRESENTATION**

Section 4.1:

- a. The Union may select six (6) Union representatives to represent bargaining unit employees. A Union representative involved in representation of a bargaining unit employee at a grievance investigation or presentation, labor/management meeting, or predisciplinary hearing will not suffer any loss of pay for reasonable time spent in such presentations if the presentation is scheduled on work time. Such time shall be considered hours worked for the purpose of overtime. Such time shall be noted on the employee's time sheets.
- b. The Employer agrees that no more than three (3) bargaining unit employees who are selected as representatives to serve on the Union Negotiating Committee shall be paid at straight time their regular wage rate during negotiation meetings with the Employer for the purpose of reaching a successor to this Agreement. Such time shall not be considered hours worked for the purposes of overtime pay.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

Those negotiation meetings which occur or extend beyond 5 p.m. or on days that the agency is not open shall not be considered hours worked and the time shall not be compensated. Notes taken during negotiations may be transcribed during work hours at straight time, not to exceed 1 ½ hours per day, three (3) days per week (Monday through Friday) and shall not be considered hours worked for the purposes of overtime time.

- c. At no time during the life of the contract shall there be more than seven (7) persons serving in the functions described in "a" and "b" of this Section.

A leave of absence without pay and without loss of seniority or benefits will be granted where practicable to those employees who are selected by the union to attend convention, conferences or training conducted by the union; the number not to exceed three employees and the number of days not to exceed ten (10). These leaves shall not interfere with the necessary operations of the agency. The employee, while on leave, will receive their normal pay. The Union will reimburse the Agency for the employee's wages, the agency's Public Employees Retirement contribution, Workers' Compensation expenses and Medicaid.

Section 4.2: The Union shall submit in writing the names of the employees who will act as Union representatives. These designated representatives will represent employees for the purpose of enforcing the terms of this Agreement.

Section 4.3: The Employer shall provide a bulletin board at a reasonable location at each facility which may be used by the Union for the purpose of posting notices.

Section 4.4: All notices which appear on a bulletin board for Union posting shall be posted and signed by a bargaining unit member. Only Union notices related to the following matters may be posted without prior approval of the Executive Director:

- a. Union recreation and social affairs
- b. Notice of Union meetings
- c. Union appointments
- d. Notice of Union elections
- e. Results of Union elections
- f. Reports of standing committees and independent arms of the Union
- g. Publications, rulings or policies of the Union

All other notices must receive prior approval of the Executive Director or his/her designee.

Section 4.5: The Union may be serviced by the Employer's inter-agency mail system for the following purposes: to send mailings to the Executive Director, the elected officers of the Union, the Union representatives, and bargaining unit members; provided, however, that the mail system may not be used by the Union as a means to disseminate political information. All mail sent by the Union will relate to the current business of the Allen County Children Services Board. "Current business" shall be limited to the administration of this Agreement. Any mail the Union desires to send through the inter-agency mail system must be approved by the Executive Director or his/her designee.

Section 4.6: In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or his/her designees shall

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

meet with not more than three (3) representatives of the Union to discuss matters of mutual interest concerning

- a. the administration of this Agreement,
- b. notification to the Union of changes made by the Employer which affect bargaining unit members,
- c. grievances which have been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties to the grievance including the aggrieved employee(s),
- d. general information of interest to the parties,
- e. ways to increase productivity and improve efficiency,
- f. health and safety matters relating to employees, and
- g. suggestions on subjects of interest to bargaining unit employees.

If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible. Dissemination of general information of interest from the labor/management meetings to all employees of the agency shall be done only after agreement by management and the union about the content, wording, time, and manner of dissemination.

Section 4.7: Both parties must submit their agenda for the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those-representatives who will be attending.

Section 4.8: Upon prior mutual agreement between the Union and the Employer, a location will be designated where private discussions may be held between the Union representatives and bargaining unit employees for the purpose of implementing the terms of this Agreement, provided these discussions do not interfere with the operations of the Employer.

Section 4.9: INFORMATION PROVIDED TO THE UNION

The Union shall be provided written notice of the following:

- a. Intended layoffs in accordance with Article 13
- b. Vacancies in accordance with Article 14
- c. Disciplinary actions in accordance with Article 11
- d. Outside workshops, conferences, and training sessions made available through the Allen County Children Services Board.
- e. A list of bargaining unit members, their job classifications and seniority dates in accordance with Article 12, Section 12.3.
- f. On a quarterly basis, a list of regular Union dues payers arranged alphabetically, showing the employee's seniority, social security number, date of appointment, home address, phone number, job title, and amount of dues or fees paid and forwarded to the Union.
- g. On a quarterly basis, after the regular meeting of the Allen County Children Services Board, a list of changes in classifications, transfers, and terminations, including the names of the affected employees, and changes in home addresses and phone numbers of bargaining unit employees.

Section 4.10: Rights accorded to the Union by this agreement shall not be given to any other employee organization by the Employer except as provided by law.

Section 4.11: Representatives of the Union shall have access to the agency's work place upon reasonable notice and at mutually agreeable times and places.

ARTICLE 5 PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 5.1: The provisions of this Agreement shall be applied to all bargaining unit employees without discrimination because of sex, race, color, religion, qualified disability, age of 40 or older, political affiliation, or national origin. Any person employed by the Employer who violates Sections 5.1 or 5.3 of this Article may be subject to discipline or discharge without the benefit of progressive discipline. Should the alleged misconduct, detailed in writing by the accuser, cause or be likely to cause serious physical injury or death, the alleged violator will be subject to immediate suspension with pay pending the outcome of a predisciplinary hearing.

Section 5.2: The Employer and the Employer's representatives agree not to interfere with the rights of employees to become members of the Union, and shall not engage in disparate treatment, interference, restraint or coercion because of an employee's membership in the Union or because of any lawful activity engaged in by an employee in his/her official capacity on behalf of the Union.

Section 5.3: SEXUAL HARASSMENT

- a. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature involving bargaining unit employees, non-bargaining unit personnel, and/or clients will not be tolerated. Submission to such conduct shall not be a term or condition of employment. Submission to or rejection of such conduct shall not be the basis for any employment decision.
- b. Any claim of sexual harassment shall be reported in accordance with the grievance procedure set forth in Article 8 of this Agreement, except that the grievance procedure will be considered commenced at the step which corresponds with the person to whom the grievance is first reported. The grievance may be first reported to the grievant's immediate supervisor, any department head or the Executive Director.

Section 5.4: Agency policies shall be uniformly adhered to.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions of management are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- a. to reprimand, warn, suspend, discharge, or otherwise discipline a bargaining unit employee for cause;
- b. to determine the number of bargaining unit employees to be employed and adequacy of the work force;

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

- c. to hire bargaining unit employees, determine their qualifications and assign, direct, and supervise their work and evaluate their performance;
- d. to promote, demote, transfer, lay off, recall to work, and retain bargaining unit employees;
- e. to set the standards of productivity and the services to be rendered;
- f. to maintain and/or improve the efficiency and effectiveness of governmental operations;
- g. to determine the personnel process, methods, means, standards and facilities by which operations are conducted;
- h. to set the starting and quitting time and the number of hours and shifts to be worked;
- i. to use independent contractors to supply direct services; to subcontract or contract out work;
- j. to expand, reduce, alter, combine, transfer, assign, or cease any job, position, department, operation or service;
- k. to control and regulate the use of machinery, facilities, equipment and other property of the Employer;
- l. to introduce new or improved methods, materials, machinery, and equipment;
- m. to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- n. to issue, amend and revise policies, rules, regulations, procedures, and practices;
- o. determine matters of inherent managerial policy including functions and programs of the public Employer, standards of services, overall budget, mission of the Employer, and organizational structure;
- p. and to exercise all additional rights and functions reserved to management by the Ohio Revised Code.

During the term of this agreement, the Employer may make unilateral changes with respect to any and all subjects reserved to management. Should the Employer consult with the Union over the decision to make changes, such consultation shall not be a waiver of the Employer's right to make unilateral changes. Whenever changes are made, the Union may request bargaining only with respect to the effect of these changes on wages, hours, terms and conditions of employment of bargaining unit employees.

Section 6.2: The Union recognizes and accepts that all matters encompassed in Section 6.1 of this Article which are not expressly modified by this Agreement or ensuing agreements shall remain the function of the Employer.

**ARTICLE 7
NO STRIKE/NO LOCKOUT**

In consideration of the Employer's commitment as set forth in Section 7.3 of this Article,

Section 7.1: The Union agrees that neither it, its officers, agents, representatives, stewards, committeemen, members, or bargaining unit employees shall authorize, instigate, aid, condone or engage in any strike, sympathy strike, work stoppage, work slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members, bargaining unit employees, or other personnel employed by the Employer, whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (1) involves a matter subject to resolution by the grievance and arbitration provisions of this Agreement; or (2) involves a matter specifically referred to or covered in this Agreement; or (3) involves a matter which has been discussed between the Employer and the Union; or (4) involves a matter which was

within the knowledge or the contemplation of the Employer and the Union at the time this Agreement was negotiated or executed, except as authorized by Chapter 4117 of the Ohio Revised Code.

Section 7.2: In accordance with Ohio Revised Code Chapter 4117, the Employer may take action against bargaining unit employees and/or the Union, its officers, agents, representatives, or members who violate this provision.

Section 7.3: In consideration of the Union's commitment as set forth in Section 7.1 of this Article, the Employer shall not lock out bargaining unit employees.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1: Should differences arise between the Employer and the Union or any employee of the Employer as to the meaning or application of the provisions of this Agreement, such differences shall be settled in the following manner. The time limits provided in this Article may be extended only upon the written consent, obtained in advance of the time limit, of both parties to this Agreement. The aggrieved employee(s) or the Union may withdraw a grievance at any time by submitting a written statement withdrawing the grievance or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee or the Union, where appropriate, to the next step in the grievance procedure. For the purpose of this Article, "days" means work days Monday through Friday.

Section 8.2: All written grievances must contain the following information to be considered:

- a. aggrieved employee(s)' name and signature;
- b. date grievance was first discussed;
- c. date grievance was responded to in writing from Step 2;
- d. name of supervisor with whom grievance was discussed;
- e. date grievance was filed in writing;
- f. date, place and time of incident(s) giving rise to the grievance;
- g. brief description of incident(s) giving rise to the grievance;
- h. articles and sections of the Agreement violated including an explanation of how the incident(s) may violate such articles and sections; and
- i. desired remedy to resolve the grievance.

Section 8.3: The following steps shall be followed in the processing of a grievance; however, in the event a discharge or any discipline for which a pre-disciplinary conference has been held is grieved, the grievance shall be presented first in writing to the Executive Director for settlement within five (5) days after receipt of the Executive Director's decision on the pre-disciplinary conference. The Executive Director shall respond to the Union within five (5) days after receipt of the grievance. If the grievance is not resolved, the Union may request arbitration in accordance with Step 5 of the grievance procedure.

Step 1: The aggrieved employee(s) shall present the grievance verbally to the employee(s)' immediate supervisor within eight (8) days of the occurrence of the grievance or when the

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

employee reasonably should have known of the occurrence of the grievance. The supervisor shall respond within eight (8) days.

If the grievance is against the bargaining unit employee's immediate supervisor, the employee may proceed directly to the step corresponding to the supervisor of the bargaining unit employee's supervisor.

Step 2: If the decision of the supervisor is unsatisfactory to the aggrieved employee(s), the aggrieved employee(s)' representative shall present the grievance, reduced to writing in accordance with Section 8.2 of this Article, on a grievance form agreed upon by the parties to this Agreement. The grievance shall be presented to the aggrieved employee(s)' immediate supervisor within five (5) days of the supervisor's Step 1 response.

The aggrieved employee(s)' supervisor shall respond in writing within five (5) days.

If the aggrieved employee(s)' immediate supervisor reports directly to the Executive Director, the grievance shall skip Step 3 and may be advanced from Step 2 to Step 4.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the Union representative may present the grievance to the aggrieved employee(s)' Department Head within five (5) days after receipt of the supervisor's response. Within five (5) days after receipt of the written appeal, the Department Head shall respond in writing to the aggrieved employee(s).

Step 4: If the grievance has not been resolved at Step 3, the aggrieved employee(s) and the Union may, within five (5) days, complete the next step of the grievance form and submit the grievance to the Executive Director. The Executive Director shall render a written decision within five (5) days.

Step 5: ARBITRATION

If the grievance is not satisfactorily resolved at Step 4, it may be submitted to Arbitration upon request of the Union in accordance with this section of this Article.

The Union, based upon the facts presented, has the sole right to decide whether to seek arbitration of the grievance. Within ten (10) days from the date of the final answer in Step 4, the Union shall notify the Executive Director of its intent to seek arbitration over an unadjusted grievance. Within 30 days from the date of the final answer in Step 4, the Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The representative of the parties (the Union and the Employer) shall schedule a meeting to be held within ten (10) days after the list from FMCS has been received. At this meeting the selection will be made according to the procedures outlined below. The parties may perform the selection procedures by phone.

The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the Union. However, when any grievance scheduled for arbitration and settled before the hearing takes place results in a fee due the arbitrator, the fee shall be shared equally by both parties. Any grievance not submitted within the ten (10) day period described herein shall be deemed settled on the basis of the last answer given by the Executive Director.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

- a. After receipt of a request to arbitrate, a representative of the parties (the Union and the Children Services Board) shall attempt to agree on an arbitrator, the arbitrator to be selected in the following manner: the FMCS shall be jointly requested to submit a panel list of seven (7) arbitrators from this geographical area. The parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first.
- b. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
- c. The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.
- d. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of the aggrieved employee(s), and represents a "split-decision", the costs and fees of the arbitrator shall be borne equally by the parties. All other costs and fees of each party shall be borne by the party incurring the expense. The Arbitrator shall be requested to rule on the assignment of costs at the time of presentation of his/her written award. The fees of the court reporter shall be paid by the party asking for a court reporter; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing.
- e. Either party, by the close of the hearing, may request that a written post-hearing brief be submitted to the arbitrator in advance of his/her decision. Such requests shall be honored. Where either party to the arbitration requests a transcript of the hearing, no post-hearing brief shall be due before three weeks after receipt of the transcript. The arbitrator has the power to grant reasonable requests for extensions of time to submit post-hearing brief(s).

**ARTICLE 9
PERSONNEL FILES**

Section 9.1: There shall be only one personnel file kept on each employee. Each employee's personnel file (original) shall not leave agency premises unless subpoenaed. Each employee may inspect his/her personnel file maintained by the Employer at any reasonable time mutually agreeable to the Employer and the employee. The inspection shall be done in the presence of the Executive Director or his/her designee. At the time of inspection, the employee may, upon request, be given a

copy of any documents contained therein. The date of inspection of the file shall be noted in the file and signed by the employee and the Executive Director or his/her designee and a record will be made of which documents, if any, have been copied for the employee. Any documents required by law to be kept confidential and pre-hire confidential reference letters may not be inspected or copied.

The Employer will provide to the employee written notification of any additions, changes, or deletions made to said employee's personnel file immediately upon addition, change or deletion. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his/her file within ten (10) days of discovery of the statement or notation.

Section 9.2: Records of oral and written warnings shall cease to have force and effect nine (9) months from the date of issuance and shall upon request of the employee and/or at time of discovery, be removed from the personnel file, providing no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance and shall, upon request of the employee and/or at time of discovery, be removed from the personnel file provided no intervening discipline has occurred. If for any reason, a proposed disciplinary action is overruled under the grievance procedure, all references to the disciplinary action will be removed from the employee's file.

Section 9.3: No person temporarily promoted from the bargaining unit into a management or supervisory position shall have access to personnel files.

ARTICLE 10 WORK RULES

Section 10.1: It is the Employer's intention that the Employer's work rules be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not violate the express terms of this Agreement. Each employee will be given a current copy of the work rules when effective or at the time of employment. Should the Employer add to, amend, delete, or otherwise change its work rules, notice of such additions, amendments, deletions or changes shall be presented to the Union 24 hours prior to posting. All changes/additions shall be reduced to writing, distributed to employees and posted on agency bulletin boards three (3) days prior to implementation.

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

Section 10.3: All employees shall have access to the Agency's policy and procedure manual. Any additions or amendments to the policy and procedure manual shall be distributed to all employees.

ARTICLE 11 DISCIPLINE

Section 11.1: No employee who has successfully completed his/her probationary period shall be reprimanded, reduced in pay or position, suspended without pay, or removed except for just cause. Initial probationary employees may be disciplined or discharged at the sole discretion of the Employer. The parties agree that verbal reprimands are not subject to the grievance procedure.

Section 11.2: Incompetency, inefficiency, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of appropriate behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary actions. Misfeasance is the improper performance of a lawful act; malfeasance is the commission of an unlawful act; and nonfeasance is nonperformance of an act which should be performed.

Section 11.3: Except when an employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 11.4: Any time the Employer or any of his/her representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 11.5: Whenever the Employer or his/her designee determines that an employee may be disciplined for cause (including only suspension without pay, reduction or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the allegation(s).

Section 11.6: Pre-disciplinary conferences will be conducted by a neutral agency supervisor who will be selected by the Employer or his/her designee, from those supervisors not directly in the chain of command of the employee. If more than one neutral supervisor is not in the chain of command of the employee and is on duty and available at the time of the hearing, the employer will select two such supervisors and place their names in the notice specified in Section 11.7. The employee may select one of those two to act as the neutral supervisor for the pre-disciplinary conference. If the employee does not communicate to the Executive Director or his/her designee the selection within one (1) hour after receipt of the notice specified in Section 11.7, the employer shall designate the supervisor.

Section 11.7: Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his/her defense; or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

Section 11.8: At the pre-disciplinary conference, the supervisor conducting the conference will ask the employee or his/her representative to respond to the allegation(s) which were outlined to the employee as provided in Section 11.7 of this Article. Failure to respond truthfully may result in further disciplinary action, including termination.

Section 11.9: At the pre-disciplinary conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall be entitled to representation by any person he/she chooses. The employee shall provide a list of witnesses to the supervisor conducting the pre-disciplinary conference as far in advance as possible, but not later than two (2) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 11.10: The parties, their representatives, including their designated attorneys, and the supervisor conducting the hearing may ask questions of the witnesses. A written report will be prepared by the supervisor conducting the pre-disciplinary conference. The report will state whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the supervisor's report will be provided to the employee within five (5) days following its preparation.

Section 11.11: Disciplinary action may be appealed through the grievance procedure by presenting a written grievance to the Executive Director within five (5) days after receipt of the Executive Director's decision on the pre-disciplinary conference. The Executive Director shall respond to the Union within five (5) days after receipt of the grievance. If the grievance is not resolved, the Union may request arbitration in accordance with Step 5 of the grievance procedure.

ARTICLE 12 SENIORITY

Section 12.1: Seniority, as defined in Section 2 of this Article, will accrue solely in accordance with the provisions of this Article.

Section 12.2: "Seniority" shall mean uninterrupted length of continuous service with the Employer. Seniority shall not accrue to an initial probationary employee until completion of the 365 calendar day probationary period for all bargaining unit employees, at which time the employee shall possess seniority from the first day of the probationary period. A probationary period may only be extended for medical reasons. Only full-time and part-time employees as defined in Article 12.2 of this Agreement shall accrue seniority.

I. The following situations shall not constitute a break in continuous service:

- a. Absence while on approved leave of absence, except that any employee who is gainfully employed by another Employer during an approved leave of absence shall not accrue seniority for the duration of the leave.
- b. Absence while on approved sick leave or disability leave.
- c. Military leave.
- d. A layoff of less than one (1) year's duration
- e. A resignation where the bargaining unit employee is re-employed or reinstated within 180 days after his/her resignation.

II. The following situations constitute a break in continuous service for which seniority is lost:

- a. Discharge for just cause
- b. Retirement
- c. Layoff for one year or more

- d. Failure to return to work within five (5) calendar days after receipt of recall from layoff.
- e. Failure to return to work at the expiration of a leave of absence.
- f. A resignation where the employee is re-employed or reinstated after one hundred eighty (180) days and one (1) day or more.

III. Seniority shall not accrue during time spent with the Employer in a supervisory, management level, or hybrid supervisory management level position, but seniority accrued while the person was employed in a bargaining unit position shall not be lost.

IV. Regular part-time employees shall accrue seniority in the following manner: one day for each eight hours actually worked.

Section 12.3: The Employer shall post a seniority list, once every six (6) months, on the Agency bulletin boards showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

ARTICLE 13 LAYOFF AND RECALL

Section 13.1: The Employer will determine whether a layoff shall occur, the timing of layoffs, the number of employees to be laid off, and in which classifications layoffs will occur. A reduction in the number of hours scheduled in a work week for some or all employees shall not constitute a layoff; provided that no employee in a classification will have his hours in any work week reduced below those of an employee in the same classification with less seniority. The Employer shall notify the Union no less than ten (10) working days before a layoff as defined in this Section. Upon request by the Union, the Employer and the Union shall meet no less than five (5) days prior to the layoff to establish the bumping order in accordance with the provisions of this Article. While the Employer and the Union may discuss ways in which to avert a layoff, the Employer is not required to negotiate the decision to layoff.

Section 13.2: Within each classification where a layoff is to occur, the order of lay off shall be as follows:

- a. Temporary, then seasonal, then intermittent employees and then employees serving an initial probationary period.
- b. Regular part time.
- c. Regular full time employees who have completed their probationary periods, in accordance with seniority.

Section 13.3: In the event that

- a. any bargaining unit employee's position is abolished by a lay off,

- b. he/she is laid off, and
- c. there is another bargaining unit employee who
 - 1. is less senior
 - 2. in the same classification or in another classification and
 - 3. who is paid the same or less than the employee whose position is abolished, then the employee whose position was abolished may exercise his/her seniority right to displace the less senior employee and shall receive their current pay less 4% or the pay of that less senior employee, whichever is greater provided that:
 - a) the bargaining unit employee exercising his/her seniority rights has previously held that position or one substantially equivalent to it within the immediately preceding five (5) years, or
 - b) the bargaining unit employee exercising his/her seniority rights can demonstrate that he/she can perform the duties and has the qualifications established by the position for that particular position.

All employees who bump into another position shall serve a twelve (12) calendar week probationary period. The supervisor shall evaluate the employee after six (6) weeks, any deficiencies noted shall be explained in writing; the employee has up to six (6) weeks to correct. If the supervisor determines that the employee has failed to adequately perform the duties of the "bumped" position, the employee shall be laid off and the person who was bumped shall be reinstated to the position. Such actions on the Employer's part must be based on reasonable and just cause.

After the lay off, should the Employer need to assign work which constitutes less than a regular full time or regular part time position that work shall be offered to the most senior displaced employee.

Section 13.4: The layoff list and order shall be posted on department bulletin boards ten (10) calendar days prior to the effective date of the abolishment of a position or layoff of bargaining unit employee(s).

Section 13.5: Recalls after layoff or abolishment shall be in inverse order of layoff by classification. Laid off bargaining unit employees or those whose positions have been abolished shall maintain recall rights for a period of one (1) year. Any bargaining unit employee who refuses a recall to a position shall be removed from the recall list. Recall notices shall be sent by certified mail to the employee's last known address. Employees must notify the Employer within ten (10) calendar days of receipt of the notice of their intent to return to work.

ARTICLE 14 JOB POSTINGS AND BIDDINGS

Section 14.1: For the purpose of this Agreement,

When an employee changes classification/positions if the new classification/position is

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

in a higher pay range, it is a promotion,
in a lower pay range, it is a demotion, or
in the same pay range, it is a lateral change.

For the purposes of this Article, the only classifications considered to constitute a career track are the following:

- a. Family Aide I to II to III
- b. Case Worker I to II to III

Section 14.2: When the Employer determines to fill a vacant or newly created position within the bargaining unit, such vacancy shall be posted on the department bulletin boards for a period of not less than seven (7) working days. The posting shall include the title of the position, the duties and responsibilities, the minimum qualifications required, pay range, working hours, and whether the position is full or part time. The Employer will give written notice to the Union of more than 25% change of content in job description and/or qualification prior to posting. Employees who meet the qualifications of the position and are interested in applying for the posted position shall submit a resume to the Executive Director or his/her designee within the posting period.

A new employee must have completed his/her probationary period in order to be eligible to apply for a vacancy and if selected, the employee cannot apply for another position for at least one (1) year. All other employees must have served in their positions for not less than one (1) year in order to be eligible to apply for a vacancy. An employee who has failed to successfully complete a probationary period within the twelve-month period prior to the posting may not apply for a vacancy. The Employer shall not consider any bargaining unit employee's application filed after the internal posting period. The Employer shall interview the most qualified applicant(s) from within the bargaining unit with consideration to section 14.3 to determine the most qualified candidate for the position. The provisions of this paragraph do not apply to involuntary transfers.

All employees receiving a promotion pursuant to this Article shall serve a six (6) month probationary period. All employees receiving a lateral transfer pursuant to this Article shall serve a three (3) month probationary period. In addition, any employee receiving such a promotion or lateral transfer may voluntarily return to their former position during the probationary period. If an employee returns or is returned to his/her former position under this section, he/she shall receive the previous rate of pay upon return.

Section 14.3: The Employer will consider skills, aptitude, education, experience, training, seniority, employee evaluations, record of tardiness and absenteeism, and disciplinary record. Where two or more such applicants are equally qualified based on all of the above criteria, the position will be offered to the candidate with the greatest seniority.

Section 14.4: Should an employee applicant not receive the position, the Employer shall, upon the employee's request, give that employee a written statement of the reasons why the employee did not receive the position.

Section 14.5: Employees who apply for and accept a demotion in accordance with this Article shall receive a 4% pay decrease for each pay range of the demotion.

The Employer may demote an employee who has been promoted in accordance with Appendix A if the

employee is not meeting the expectations of the position. The employee may reapply after 12 months from demotion.

ARTICLE 15 CONTRACTING OF WORK

In accordance with the Employer's desire to provide steady employment for employees in the bargaining unit, the Employer will not employ outside contractors for work which will result in the elimination of regular full time or regular part time positions of employment or laying off regular full time or regular part time employees in the bargaining unit who customarily do such work.

ARTICLE 16 HEALTH AND SAFETY

Section 16.1: It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide clean & safe working conditions, tools, equipment, and working methods for the employees. The supervisor or Executive Director will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by employees. The employee(s) accepts the responsibility to maintain their tools, equipment, and work area in a safe and proper manner in accordance with law and to the best of their ability, and accepts the responsibility to follow all safety rules. Unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known.

Section 16.2: The Employer will not instruct an employee to perform hazardous work which is uncommon to the position or to operate any equipment which in the reasonable exercise of ordinary care might cause injury or illness to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure to perform work on the basis of this Section.

Section 16.3: If the Employer and employee disagree over the threat of injury or illness from a particular condition or piece of equipment under Section 16.2 of this Article, the Employer may order the employee to work under the alleged unsafe condition or with the alleged unsafe equipment only after a qualified maintenance or safety professional has declared it safe or the problem has been abated. Nothing in this Section shall be construed as preventing the employee from grieving the decision of the maintenance or safety professional.

Section 16.4: All employees shall observe the drug free workplace policy as set forth in the work rules and as may be changed from time to time to comply with law.

ARTICLE 17 PERFORMANCE EVALUATIONS

Section 17.1: Employees who have successfully completed an initial or subsequent probationary period shall be evaluated no less than annually. The immediate supervisor shall meet with the employee to discuss the evaluation before the evaluation score is finalized. After meeting with the

employee, the supervisor shall complete the evaluation. The evaluation shall then be submitted to succeeding levels of supervision for relevant comments. The employee shall then receive a copy of the final evaluation form. One copy of the final evaluation form shall be signed by the employee for inclusion in the personnel file.

Section 17.2: If the employee disagrees with any part of the evaluation, the employee shall attach his/her written comments explaining the disagreement at the time the performance evaluation is presented to the employee. The employee shall sign and date an acknowledgment that the evaluation has been reviewed with the employee at the time of review, whether or not the employee agrees with the evaluation.

Section 17.3: The Union acknowledges the Employer's right to train employees, individually or as a group, and individually review with them matters pertaining to performance of their jobs. If the Employer determines that an employee needs training to rectify a deficiency, the Employer shall make the training available to the employee.

ARTICLE 18 JOB DESCRIPTIONS

Section 18.1: Each employee has the right to a current and clearly worded description of his/her expected duties.

Section 18.2: Due to unforeseen events, the Employer may be required to increase/modify a bargaining unit employee's job duties resulting in added responsibility/culpability. The employer shall notify the union of the proposed changes.

ARTICLE 19 POSITION AUDITS

Section 19.1: All bargaining unit employees have a right to proper classification of the position to which they are assigned.

Section 19.2: An employee who regularly performs duties outside the classification assigned to the employee's position may request an audit of the position. The request shall be made in writing to the Executive Director who shall arrange for the audit to be conducted. The results of the audit shall be made known to the employee within thirty (30) days from the receipt of the request.

Section 19.3: If as a result of a position audit, it is found that the position is improperly classified, the employee shall be offered a reclassification. If the employee disagrees with the results of the position audit, he/she shall have five (5) days to appeal the decision through the grievance procedure provided in the Agreement.

ARTICLE 20 HOURS OF WORK/OVERTIME

Section 20.1: Forty (40) hours shall be the standard work week for all full-time employees. The work week shall commence at 12:01 a.m. on Thursday and end at 12 o'clock midnight the following Wednesday. Except when flex time is used as provided in Section 20.3 of this Article, the standard

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

work week will consist of five (5) work days. In each work day, full-time employees shall normally receive a one (1) hour lunch period, which shall be taken approximately halfway through the shift, of which the first half ($\frac{1}{2}$) hour shall constitute paid time by the Employer in lieu of two fifteen minute breaks.

Section 20.2: When the Employer requires an employee to be in active pay status (excluding sick leave) for more than forty (40) hours in any work week, such employee shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay. Employees who are on-call shall be credited with those hours actually worked when on call for the purposes of determining overtime under this Article.

Section 20.3: Subject to the provisions of the Fair Labor Standards Act, employees shall be compensated for overtime worked in the form of compensatory time off, or paid overtime at the employee's option, upon approval of the supervisor in accordance with the provisions of this Article. The Employer shall, subject to the availability of funds, allocate funds for the payment of overtime.

(A) Commencing with the effective date of this contract, the employee will not earn more than 40 comp time hours for any contract year (August 3 through August 2) throughout the contract period. Hours earned in one contract year may not be carried into the next contract year.

(B) The hours may be carried throughout the year but must be used or cashed in by August 2, of the contract year in which they were earned. If the employee is unable to use the hours by August 2nd of the contract year in which they were earned, the hours must be cashed in.

(C) Use of comp time hours will be subject to management approval and will be based on the needs of the agency.

The employee may flex time upon mutual agreement of the employee and the employer with the understanding that all flex time shall be used within the same work week (commencing 12:01 a.m. on Thursday and ending at 12:00 midnight on the following Wednesday). Flex time will be recorded on the time sheets along with other work time and paid time.

Section 20.4: It is understood and agreed by the parties that when the Employer has determined that an emergency condition exists, any and/or all employees may be required to work overtime.

Section 20.5: Casework staff as a condition of employment shall be required to be in on-call status for specified periods of time throughout the year. The Employer will make a reasonable effort to equitably distribute on-call responsibilities among all casework staff. Casework staff shall be compensated for on-call pager coverage at a daily rate equal to \$2.00 for each hour the pager is carried. Work performed as a result of on-call pager coverage will be compensated according to Section 2 of this Article. Due to additional after hour duties required specifically of the foster care unit, those caseworkers in the foster care unit wishing to carry the pager may do so, but are not required.

\$100.00 supplement for each holiday in on-call status, including $\frac{1}{2}$ day for Christmas Eve and New Year's Eve (11 full days and 2 half days).

**ARTICLE 21
COMPENSATION**

Section 21.1: Effective August 3, 2013 employees shall be paid in accordance with the following schedule, unless otherwise indicated within this Article:

Pay Range	Title	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12
2	Transporter	\$9.18	\$9.55	\$9.92	\$10.32	\$10.74	\$11.17	\$11.62	\$12.08	\$12.57
7	Family Aide 1	\$11.17	\$11.62	\$12.08	\$12.57	\$13.07	\$13.59	\$14.14	\$14.70	\$15.29
(Temp)	Intake Screener 1	\$11.17	\$11.62	\$12.08	\$12.57	\$13.07	\$13.59	\$14.14	\$14.70	\$15.29
8	Family Aide 2	\$11.62	\$12.08	\$12.57	\$13.07	\$13.59	\$14.14	\$14.70	\$15.29	\$15.90
9	Family Aide 3	\$12.34	\$12.83	\$13.35	\$13.88	\$14.44	\$15.01	\$15.62	\$16.24	\$16.89
10	Caseworker 1	\$13.95	\$14.51	\$15.10	\$15.70	\$16.32	\$16.97	\$17.66	\$18.36	\$19.09
11	Caseworker 2	\$15.07	\$15.67	\$16.30	\$16.94	\$17.63	\$18.33	\$19.06	\$19.83	\$20.61
12	Caseworker 3	\$16.32	\$16.97	\$17.66	\$18.36	\$19.09	\$19.86	\$20.66	\$21.47	\$22.34

SALARY RANGE FOR SUPPORT GROUPS											
CLASSIFICATION	PAY RANGE	METHOD	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	LEVEL 10	LEVEL 11	LEVEL 12
Clerical Specialist	4/5	Redistribute	9.92	10.45	10.97	11.50	12.03	12.56	13.08	13.61	14.14
Data Technician	5/7	Redistribute	10.32	10.94	11.56	12.18	12.80	13.43	14.05	14.67	15.29
Account Clerk	5/6	Redistribute	10.32	10.87	11.41	11.96	12.51	13.06	13.60	14.15	14.70
Entitlement Facilitator	6/8	Redistribute	10.74	11.39	12.03	12.68	13.32	13.97	14.61	15.26	15.90
Case Aide	6/7	Redistribute	10.74	11.31	11.88	12.45	13.02	13.58	14.15	14.72	15.29
ParaLegal	7/9	Redistribute	11.17	11.89	12.60	13.32	14.03	14.75	15.46	16.18	16.89
Fiscal Coordinator	8/9	Redistribute	11.62	12.28	12.94	13.60	14.26	14.91	15.57	16.23	16.89
Outreach Worker	8/9	Redistribute	11.62	12.28	12.94	13.60	14.26	14.91	15.57	16.23	16.89

Effective August 3, 2013, all employees shall receive a 2% wage increase. Effective August 3, 2014, all employees shall receive a 1.5% wage increase. Effective August 3, 2015, all employees shall receive a wage increase of 1%.

Section 21.2: A 4% increase for each level of education and certification for workers as shown below:

- LSW.....Up one level
- MSW or other job related masters.....Up one level
- LISW, PC or PCC (only one).....Up one level
- Associates for non CW.....Up one level *
- BA for non CW.....Up one level *

* Must be job related and approved in advance

Section 21.3: A pay ceiling shall be placed on all classifications. If an employee is earning above the highest level of his or her pay scale, a one-time supplement payment will be made to the employee equal to the prevailing percent increase, but that the payment will not be considered an increase and will not be added to the base salary.

Section 21.4: A promotional plan for workers shall be initiated which will facilitate movement through the classifications based on time and performance as set forth in Appendix A.

Section 21.5: Bargaining unit employees shall be entitled to longevity pay based on their years of service with the employer in accordance with the following:

YEARS	INCREASE	YEARS	INCREASE
5	.15/hr	14	.47/hr
8	.25/hr	16	.56/hr
10	.35/hr	18	.63/hr
12	.41/hr	20	.72/hr

Section 21.6: Any employee promoted within the bargaining unit (outside of the provision stated in Section 21.4 of this Article) shall be given a wage rate shown in the lowest step in the assigned pay range which will grant not less than a 4% increase in pay at the time of the promotion.

Section 21.7: A 4% increase shall be awarded to all new employees who have completed new employee probation.

ARTICLE 22 INSURANCE

Section 22.1: The employer shall make available to the bargaining unit employees general insurance and hospitalization plans, including supplemental benefits, on the same basis as provided to all non-bargaining employees. Each employee who elects coverage shall pay twenty percent (20%) of the monthly health insurance premium.

The premium contributions for bargaining unit employees shall not increase by more than 10% as compared to the previous year.

The premium shall be based on the Cobra rate established by the Third Party Administrator. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to modify or lessen costs.

Section 22.2: The sole determination of the insurance carrier and/or method of providing insurance rests with the Employer. The Union may appoint one (1) member of the bargaining unit to the Insurance Committee for the insurance plan that provides coverage for the members of the bargaining unit.

Section 22.3: The Employer agrees to meet and confer with the Union prior to implementing any change in the insurance plan, and agrees to discuss the impact of any change on bargaining unit members.

The Employer agrees to provide at least thirty (30) days advance notice of any changes to the health insurance.

Section 22.4: SELECTION OF COVERAGE

It is agreed and understood that the schedule of benefits for employees shall be set forth in the county health plan including all conditions and payments specified or required by individual carrier/providers of the health insurance plan.

**ARTICLE 23
VACATION**

Section 23.1: Full time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer, the state, and any political subdivision of the state, upon the presentation of documentation by the employee indicating the length and validity of such prior service. Vacation leave shall be accrued as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	none
1 year but less than 6 years	80 hours
6 years but less than 14 years	120 hours
14 years but less than 23 years	160 hours
23 years or more	200 hours

Section 23.2: Part time employees are eligible for pro-rated vacation benefits based on the number of hours worked.

Section 23.3: Employees may request between November 15 and December 15, the dates for the following calendar year on which they prefer to use their accumulated vacation. The Employer shall annually post a calendar for the purpose of scheduling employee vacations. Such requests shall be honored on the basis of the employee's seniority within his/her unit within his/her department by requesting vacation leave from the immediate supervisor and subject to the following limitations and exceptions:

- a. An employee may initially request no more than two (2) weeks vacation for the following calendar year, between November 15 and December 15. An employee may request to schedule his/her remaining accrued vacation on a first come, first serve basis.
- b. Vacation requests submitted after December 15 shall be honored solely on the basis of order of application.
- c. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 23.4: Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may, with the prior written approval of the Employer, carry over accumulated vacation leave for up to two (2) years beyond the date of accrual.

Section 23.5: Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 23.6: An employee is entitled to compensation, at his/her current rate of pay, for any earned but unused vacation leave to his/her credit at the time of separation from employment.

ARTICLE 24 SICK LEAVE

Section 24.1: Sick leave shall be earned at the rate of 4.6 hours of each eighty (80) hours of service in active pay status including paid vacation and sick leave but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 24.2:

- a. **Notification by Employee:** When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other available manager, between 8:30 a.m. and 9:00 a.m. (unless extenuating circumstances prohibit) each day of absence, unless other arrangements are made with the employee's supervisor.
- b. **Evidence Required for Sick Leave Usage:** Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or when absence is three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.
- c. **Uses of Sick Leave:** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
 1. Illness or injury of the employee or member of his/her immediate family, where the employee's presence is required.
 2. Death of a member of his/her immediate family. (Sick leave usage limited to time actually required to attend funeral, make necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to five (5) working days). This time will be considered grieving and will not be counted against the conversion option.
 3. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family, which requires the presence of the employee and which cannot be scheduled during non-working hours.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or, who through exposure to a contagious disease, presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.
6. Two optional personal days. One day will be deducted from sick leave and will not be counted against the conversion option. The second day will not be deducted from sick leave. Personal days cannot be carried from one contract year to the next.

For the purposes of this Article, the definition of immediate family shall be mother, father, brother, sister, child, step child, step sibling, spouse, grandparent, grandchild, mother and father of the current spouse, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 24.3: An employee with more than ten (10) years of service with the Employer who retires from active service shall be paid for up to twenty-five percent of the value of accrued but unused sick leave, up to a maximum payment of thirty (30) days.

Section 24.4: The Employer may require, in accordance with federal law, that an employee submit to a medical examination in order to determine the employee's capability to perform the substantial and material duties of the employee's position, or to perform the duties of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be conducted by a licensed physician or psychologist. The Employer shall provide the employee with a list of three (3) physicians or psychologists, from which the employee shall select one (1) to perform the examination. The employee must make his/her selection within forty-eight (48) hours. In the event that the employee fails to make his/her selection within the forty-eight (48) hour period, the Employer shall select the physician or psychologist. The Employer must supply the examining physician or psychologist with facts relating to the perceived disabling illness, injury, or condition. Additional information may include physical and mental requirements of the employee's position; duty statements, job classification of specifications, and position descriptions. The cost of the medical examinations shall be paid for by the Employer.

Section 24.5: CHARGING

An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. While on sick leave employees are expected to engage in activities that are consistent with the reason for his or her sick leave.

Section 24.6: If during a scheduled vacation day the employee becomes ill, the employee may charge the time off to sick leave rather than vacation upon presentation of a physician's statement.

Section 24.7: Any employee who is an "eligible employee" within the meaning of the Family and Medical Leave Act (FMLA) and who takes sick leave for an FMLA purpose shall follow the FMLA Policy and Sections 24.1 and 24.2(a) of this Article instead of the other provisions of this Article.

Section 24.8: SICK LEAVE CONVERSION AT YEAR'S END

Beginning in 2014 and each year thereafter, prior to November 15th, full time employees who have a balance of 240 sick leave hours and who have limited sick leave utilization in the prior year shall be

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

awarded the option to convert to cash their sick leave balance which has accrued in the preceding twelve (12) month period according to the following schedule:

- a. Employees who use eight (8) hours or less of sick leave may convert up to forty (40) hours;
- b. Employees who use sixteen (16) hours or less of sick leave may convert up to thirty-two (32) hours;
- c. Employees who use twenty (20) hours or less of sick leave may convert up to twenty-four (24) hours;
- d. Employees who use less than twenty-eight (28) hours of sick leave may convert up to sixteen (16) hours of their sick leave balance which has accrued in the preceding twelve (12) month period.

Section 24.8 is optional. The employee may elect not to convert if he or she wishes to build the number of hours held.

Eligibility for the conversion option for part-time employees will be determined by their actual sick leave use converted to full-time equivalent amount. If this calculation results in a full-time equivalent amount within the parameters listed above, the employee shall be entitled to the appropriate conversion award prorated to his/her percentage of time worked.

To be eligible for the sick leave conversion, the employee must have been employed by the Allen County Children Services Board for one (1) year as of the November 15 deadline for conversion.

**ARTICLE 25
HOLIDAYS**

Section 25.1: Employees shall be entitled to the following paid holidays:

HALF DAY NEW YEAR'S EVE	(commencing at noon)
NEW YEAR'S DAY	(1st of January)
MARTIN LUTHER KING DAY	(3rd Monday of January)
PRESIDENTS' DAY	(3rd Monday of February)
MEMORIAL DAY	(Last Monday in May)
INDEPENDENCE DAY	(4th day of July)
LABOR DAY	(1st Monday in September)
COLUMBUS DAY	(2nd Monday in October)
VETERANS DAY	(11th day of November)
THANKSGIVING	(4 th Thursday in November)
DAY AFTER THANKSGIVING	
CHRISTMAS DAY	(25th day of December)
HALF DAY CHRISTMAS EVE	(commencing at noon)

In addition to the holidays listed above, eight (8) hours shall be made available to the employee for use during the month of his/her birth, but this holiday shall not be considered hours worked for the purpose of overtime.

Section 25.2: In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 25.3: If an 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

Section 25.4: With the exception of flex time requested by employees and approved by the Employer, any work performed by an employee on any one of the days listed in Section 25.1 of this Article shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

Section 25.5: Employees shall be paid for the number of hours that they would normally be required to work at their straight time hourly rate for each of the holidays listed in Section 1 of this Article when no work is performed on such holidays.

Section 25.6: Part time employees shall receive holiday pay according to this Article only for the days on which they are normally scheduled to work and for the hours they are normally scheduled.

Section 25.7: In addition to the holidays listed above, each employee shall receive two (2) personal excused paid days each calendar year. The first days will be deducted from sick leave and will not be charged against the conversion option. The second day will not be charged to sick leave. Personal days cannot be carried from one contract year to the next.

New employees hired after July 1 shall be entitled to one personal day for the remainder of the year.

ARTICLE 26 LEAVES AND LEAVES OF ABSENCE

Section 26.1: LEAVE WITHOUT PAY

Employees may be granted the following types of unpaid leave of absence:

- a. Disability Leave. A physically or mentally incapacitated employee who has completed his/her probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights, provided the employee furnishes satisfactory medical proof of such disability along with his/her written request and is:
 1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he/she shall furnish a statement by a physician releasing the employee as able to return to work. If, due to the nature of the employee's work and/or the illness or injury, the physician's statement contains restrictions on the employee's activity, the Employer shall provide, dependent on the needs of the department and position, the employee with light duty or reduced hours of work in accordance with the restriction until the employee is able to resume the full duties of the employee's position.

- b. Employer Required Disability Leave: The Employer may require an employee to be examined by a licensed physician, as described in Article 24, Section 24.4, of this Agreement. An employee found to be unable physically or mentally to perform the substantial duties of his/her position by such physician shall be placed on Disability Leave as described by paragraph a, Section 26.1, of this Article.
- c. Leave of Absence: The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.
 - 1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
 - 2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
 - 3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
 - 4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of the leave.
 - 5. A full-time or regularly scheduled part-time employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement.
 - a. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of his/her duties.
 - b. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.

- c. No later than thirty (30) days after delivery, the employee will notify the Employer in writing of his/her desire to return to work and his/her anticipated date of return. Lack of such notification shall be considered a resignation. Employees who desire to return to work shall be placed in their original position, or a similar position at the same pay, as the needs of the department dictate.
 - d. Should it be necessary to extend the employee's leave of absence for maternity purposes beyond six (6) months, the employee shall be placed on a disability separation in accordance with this Article.
 - e. The employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.
6. An employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total.

Such leaves of absence shall be approved at the discretion of the Employer and based on the needs of the Agency.

Section 26.2: LEAVES WITH PAY

Employees may be granted the following types of paid leaves of absence:

- a. Court Leave. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Agency unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.

It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation or compensatory time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

- b. Military Leave: All employees who are members of the Ohio National Guard the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

made in any one calendar year under this provision is one hundred seventy-six (176) hours . Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

- c. Educational Leave: An employee may be permitted leave with pay to attend conferences, workshops, or educational meetings on topics pertinent to the mission of the Employer or to the employee's current or prospective duties with the Employer.

All requests for such conference leave require the approval of the Executive Director. An employee shall not receive payment for more than eight (8) hours per day while attending any conference.

- d. Tuition Reimbursement: The Employer shall establish a fund from which employees may be reimbursed for the cost of authorized tuition. The Employer shall post the amount to be budgeted on the 3rd day of August of each year. This reimbursement is limited to those courses which are job related or necessary to obtain a degree needed in order to qualify for a higher paying position in the agency and approved in advance by the Executive Director. If a course necessary for completion of a degree can only be taken during work hours or in a location requiring drive time during work hours, the employee shall be allowed to flex time to accommodate the course, assuming there is no undue hardship to the unit. An employee cannot be paid for more than eight (8) courses per year and may not be paid for more than two (2) courses at a time. In order to be eligible for reimbursement the employee must "pass" under a pass-fail system or receive a grade of "C" or better. The following shall show the reimbursement levels.

The employer shall reimburse only for those classes that are from an accredited school and that meet the standards set by the State of Ohio Credentialing Board. The employer will only reimburse an amount that does not exceed an average of the normal and prevailing tuition credit hour costs. These costs will be based on prevailing credit hour costs at Ohio State, Bowling Green and Wright State (reimbursement amounts will be at the discretion of the Executive Director). The employer will pay for courses that are taken as a requirement for the licensing process. If an employee has received a scholarship or non-repayable grant, tuition will be reimbursed at an amount less the grant.

<u>Reimbursement</u>	<u>Grade</u>
100%	A
95%	B
85%	C

Employees may request that the cost of tuition be advanced under this provision. If the employee should fail, receive less than a grade of "C", resign or be terminated for cause from his/her position within one (1) year after completion of the course, the Employer may withhold the cost of tuition advancement/reimbursement from the employee's pay and/or require the employee to reimburse the agency for the tuition. If layoff occurs, each employee's circumstances will be reviewed individually.

Section 26.3: UNION LEAVE

An employee who accepts a full-time assignment with the Communications Workers of America shall be granted a leave of absence without pay not to exceed six (6) months without loss of seniority.

A leave of absence without pay or loss of seniority will be granted where practicable to those employees elected or selected by the Union to attend conventions, conferences, or educational classes conducted by the Union. The number of said employees shall not exceed two (2) per conference, nor shall the leave time exceed five (5) days per conference. The total leave of all such employees attending such Union activities shall not exceed ten (10) days per year.

**ARTICLE 27
WORKERS COMPENSATION**

An employee who is injured or who incurs an occupational disease in the course of and arising out of employment, who timely files an injury report with the Employer and who, as soon as possible thereafter, files an initial application for a worker's compensation claim, may request an advancement under this Article. An advancement is made to assist the employee/claimant in obtaining necessary maintenance and care following his/her work injury or occupational disease and pending action by the Bureau of Workers' Compensation upon the initial application. To receive an advancement the employee/claimant must have filed an initial application for a workers' compensation claim and must sign a workers' compensation claim advancement agreement obligating the employee/claimant to endorse warrants issued in payment of workers' compensation to the Employer to the extent of the advancement under this Article. An employee meeting the criteria of this Article will have monies advanced to him/her in a pro-rata amount equal to the amount of the workers' compensation for which he/she is eligible less the employer's and employee's contribution to the Public Employees Retirement System, if required, and any applicable federal, state or local taxes and withholdings. Such advancement shall be made only to the extent the employee has available accrued sick leave. If a claim is finally denied by the Industrial Commission and/or the courts or if the industrial commission does not honor the advancement, the employee shall remain liable to repay such monies to the Employer or the Employer will deduct, at the employee's option, an equivalent amount of sick leave credit if the employee has accumulated enough hours.

**ARTICLE 28
WAIVER IN CASE OF EMERGENCY**

Section 28.1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Allen County Commissioners, the Allen County Sheriff, the Mayor of the City of Lima, the Congress or the Ohio General Assembly, where such acts of God affect the safety and health of the citizens of Allen County, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for Management's or the Union's replies on grievance.
- b. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 28.2: Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 29 SEVERABILITY

Section 29.1: This Agreement supersedes and replaces all pertinent statute, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 29.2: The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

Section 29.3: Nothing contained in this Agreement or the Employer's work rules shall interfere with the employer's right and obligation to comply with state or federal handicap or disability laws.

ARTICLE 30 DURATION

Section 30.1: This Agreement shall be effective as of August 3, 2013, and shall remain in full force and effect until August 2, 2016, unless otherwise terminated as provided herein.

Depending upon the successful passage of the May 2016 levy, either party may reopen this agreement on or about May 1, 2016 for purposes of negotiating any wage increase above the agreed upon 1% for the third year of the agreement. The reopener negotiations shall be conducted in accordance with this Article.

Section 30.2: If either party desires to modify, amend or terminate this Agreement it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 30.3 IMPASSE

The parties intend to supersede the fact finding procedure contained in Ohio Revised Code 4117 by adhering to the following mutual alternative dispute resolution procedure.

- a. During negotiations either party may at any time request mediation from the Federal Mediation and Conciliation Service ("FMCS")
- b. Either party may declare impasse by notifying the other party, the Federal Mediator, and SERB (unless SERB refuses to accept notification) in writing that it believes impasse has been reached on all outstanding issues. The notification shall include a complete listing of the particular section(s) of the contract proposals or counter proposals which remain in dispute. Sections not listed shall be considered settled in accordance with the other party's last offer provided the other party proposed a change in the section.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

- c. After or during mediation, ultimate impasse can be declared by a party serving written notice on the other party and the federal mediator that ultimate impasse has been reached and setting forth with specificity the remaining outstanding issues, the parties' positions on each of them, a detailed written explanation of why it is objecting to the other party's proposal, if one has been made, and why it is insisting upon its own proposal, if one has been made. Such notice having been received by either party from the other shall authorize the union to serve a 10-day notice of intent to strike upon the Executive Director, FMCS, and SERB and shall authorize the Executive Director to serve the Union's Labor Relations Consultant, FMCS and SERB a notice of intent to implement any or all of the Employer's last best offers. No strike or implementation of any last best offer shall be authorized until ten (10) calendar days after receipt by the other party of the notice of ultimate impasse described in this paragraph
- d. Continuation of mediation and/or negotiations after declaration of ultimate impasse shall not be used in any proceeding as evidence that ultimate impasse has not been reached.
- e. "Last best offer" as used in paragraph c shall be the offer last made on the provision being implemented by the Employer to the Union.
- f. "Strike" as authorized by paragraph c shall mean the continuous refusal to work commencing on the time and date specified in the notice until such time as the Union gives notice of its intent to cease striking. No strike may resume thereafter without refiling the notice of ultimate impasse and intent to strike and otherwise following the procedure set forth in paragraph c.
- g. Enforcement of Section 30.3: The enforcement or resolution of any dispute under Section 30.3 shall not be resolved by the grievance-arbitration process, unless mutually agreed to by both parties. Instead, enforcement shall be through SERB and/or any court having jurisdiction over the parties.

ARTICLE 31
SCOPE OF THE AGREEMENT

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

- a. such matters are specifically referred to in this Agreement;
- b. such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or
- c. whether or not such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

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

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Lima, Ohio, this
_____ day of _____, 2013.

FOR THE ALLEN COUNTY CHILDREN'S
SERVICES BOARD:

FOR COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

Dr. Jennifer Hughes, Board Chair

Linda L. Hinton, District IV Vice-President

Scott Ferris, Executive Director

Bob Hull, President CWA 4319

Approved as to Form:

Sharon Fenton, CWA 4319 Union Member

Juergen A. Waldick, Prosecuting Attorney

Ericka Boddie, CWA 4319 Union Member

Tiffanie Geren, CWA 4319 Union Member

APPENDIX A

FAMILY AIDE CAREER TRACK:

FAMILY AIDE I

Pay Range 7
Entry level
No experience

FAMILY AIDE II

Pay Range 8
Minimum of one year experience in Family Aide I position or prior experience.
Promotion based on:

Recommendation of manager
Time in job
Performance
Demonstrated job knowledge
Demonstrated child welfare knowledge

FAMILY AIDE III

Pay Range 9
Minimum of three years in Family Aide position
Promotion process through Review Board and based on:

Time
Recommendation of worker's manager/other manager or self
Dependability
Professionalism
Supports team concept
Mentor
Demonstrated leadership skills
Job performance
Demonstrated motivation
Demonstrated ability to serve as client advocate
Demonstrated ability to use advanced child welfare knowledge in the service of children and families.

Promotion to Family Aide II or III is not intended to be automatic. Instead, it is intended to recognize the individual who has the respect of his/her peers and who has demonstrated professionalism, leadership, a solid work ethic, dependability, and exceptional knowledge and skills.

CASE WORKER CAREER TRACK:

CASE WORKER I

Pay Range 10
Entry level
No prior experience
Bachelors degree: Human Services related bachelor's degree
MSW, MA

CASE WORKER II

Pay Range 11

Minimum of two years experience as Case Worker I.

Education same as Case Worker I

Promotion based on:

- Recommendation of manager
- Time in job
- Performance
- Professionalism
- Dependability
- Demonstrated job knowledge
- Demonstrated support of team concept

CASE WORKER III

Pay Range 12

Minimum of five years experience (three as Case Worker II), or

Minimum of three years experience as a Case Worker and an MSW or related Masters

Education same as Case Worker II

Promotion based on:

- Recommendation of manager
- Recommendation of self or another manager
- Review by promotion committee
- Time in job
- Performance and rating
- Professionalism
- Dependability
- Demonstrated job knowledge
- Demonstrated support of team concept
- Demonstrated leadership

Promotion to Case Worker II or III is not intended to be automatic. Instead, it is intended to recognize the individual who has the respect of his/her peers and who has demonstrated professionalism, leadership, a solid work ethic, dependability, and exceptional knowledge and skills. As is the case with all employees but especially so for Case Worker III's, the worker will continue to perform at the level expected of their position. If not, it should be assumed that the individual will be stepped down to a lower level with loss of pay.

Classification Process

In an effort to recruit and retain qualified staff the agency is initiating the attached classification process. This process will enable the agency to be more flexible in hiring, prevent long periods of time with vacant positions, provide a career ladder in the agency, and establish promotion criteria.

- I. Create Caseworker I, II, and III positions in all units. There will not be a pre-established number of I, II, and III positions, so that the agency can assure flexibility in hiring and prevent positions from being vacant for long periods of time. The agency will attempt to have a mixture of classifications in the units whenever possible.

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

- II. All caseworkers, regardless of whether they are hired as CW I's, II's, or III's, will be "Caseworkers in Training" for their first 365 days while in probationary status with the agency. Specific policy and procedures will be developed regarding "Caseworkers in Training". These "Caseworkers in Training" may work across all disciplines (i.e. foster care, on-going, and intake).
- III. Caseworker's classifications will be based on their qualifications when hired and promotions received during their employment, rather than on the specific type of casework they are doing in their region (investigation/assessment, on-going, etc.)

AGREEMENT BY AND BETWEEN THE ALLEN COUNTY CHILDREN SERVICES BOARD
AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

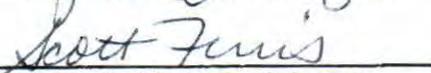
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Lima, Ohio, this
17th day of Sept, 2013.

FOR THE ALLEN COUNTY CHILDREN'S

SERVICES BOARD:


Dr. Jennifer Hughes, Board Chair


Scott Ferris, Executive Director

Approved as to Form:


Juergen A. Waldick, Prosecuting Attorney

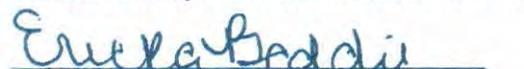
FOR COMMUNICATIONS WORKERS

OF AMERICA, AFL-CIO


Linda L. Hinton, District IV Vice-President


Bob Hull, President CWA 4319


Sharon Fenton, CWA 4319 Union Member


Ericka Boddie, CWA 4319 Union Member


Tiffanie Geren, CWA 4319 Union Member