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06/12/2014

**AGREEMENT**

**BETWEEN**

**FRANKLIN COUNTY CHILDREN SERVICES**

**AND**

**FEDERATION OF FRANKLIN COUNTY  
CHILDREN SERVICES EMPLOYEES**

**OHIO FEDERATION OF TEACHERS**

**FEBRUARY 1, 2014**

**THROUGH**

**JANUARY 31, 2017**

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## **ARTICLE 1 – AGREEMENT**

- 1.1 This Agreement entered into at Columbus, Ohio, February 1, 2014 between the Franklin County Children Services Board (hereinafter referred to as the “Agency”) and the Federation of Franklin County Children Services Employees (hereinafter referred to as the “Federation”).
- 1.2 The Federation and Agency recognize that the purpose of this Agreement is to promote and contribute to the effective conduct of public business, to promote cooperation and harmony in employee relations, to recognize mutual interest and to establish basic policies and procedures that hereafter will guide the working conditions for employees in the bargaining unit as defined in Section 3.1 and the relationship between the parties hereto.
- 1.3 The Agency and the Federation recognize a mutual interest in ensuring that the employees of the Agency offer the finest services possible to the people of Franklin County and that employees are able to effectively, efficiently, and professionally carry out their several vocations.
- 1.4 The provisions of this Agreement constitute the entire agreement between the Agency and the Federation and all prior agreements, either oral or written, are hereby canceled. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing and signed by the authorized representatives of the parties.
- 1.5 References to the male or female pronoun do not reflect gender preference and are to be construed as gender neutral.
- 1.6 To the extent that any provision of Agency policy, regulations or procedures or past practice directly related to the relationship between the employer and employee conflict with an express provision of this Agreement, the provision of the Agreement shall have precedence.
- 1.7 It is recognized by the Agency and the Federation that the personal lives of employees should reflect a standard expected of public employees who are responsible for the lives of children. However, each employee’s life style is that individual’s choice.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Federation recognizes that the Franklin County Children Services Board is an entity of county government established and operating under the provisions of the Ohio Revised Code.

The Federation recognizes that the power, authority, and responsibility of the Board arise from, and must be exercised in accordance with, the provisions of the Ohio Revised Code. The Federation gives full, complete due recognition of the Board’s legal status, its legal duties, rights, and obligations.

The Federation specifically recognizes the right and authority of the Board to administer the business of the Agency. Accordingly, in addition to other functions and responsibilities which are not specifically mentioned in this Agreement, the Federation recognizes that the Board has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations and to otherwise exercise its prerogative of management, and in this connection to determine the number and location of its physical facilities; the services to be delivered; the size and composition of the work force; the type of work to be performed; the schedule of services delivery; the shift schedule and hours of work; the methods and processes of service delivery; and to make and apply work rules, rules of conduct, and rules and regulations for service delivery.

The Federation recognizes further that the Board has the right and responsibility to demote, discharge, or otherwise discipline an employee for just cause, to lay off because of lack of work or other cause, and to transfer and promote employees, unless otherwise herein stated, provided that all employees covered by this Agreement shall be treated with equal justice without violations of the terms of this Agreement and all shall be entitled to use the mediums provided by this Agreement for review and adjustment of grievances.

### **ARTICLE 3 – RECOGNITION OF FEDERATION**

- 3.1 The Agency recognizes the Federation as the sole and exclusive bargaining agent for all employees of the Agency, exclusive of any management level, supervisory and confidential employees including those in the following classifications and groups:

Staff in the Executive Office, including Administrative Secretaries,  
All staff in Human Resources Department,  
Account Clerk 3 (Payroll and Benefits),  
Account Clerk Supervisor  
Accountant 2,  
Accountant 3  
Accounting Manager 1,  
Activity Therapy Administrator 1,  
Activity Therapy Administrator 2,  
Administrative Assistant 2,  
Administrative Assistant 3,  
Administrative Assistant 4,  
Administrative Officer 1,  
Assistant Director 2,  
Attorney 1  
Attorney 2,  
Attorney 3,  
Attorney 4,  
Attorney 5,  
Attorney 6,

Building Maintenance Superintendent 1,  
Building Maintenance Superintendent 2  
Building Maintenance Supervisor,  
Business Administrator 3,  
Caseworker 4,  
Child Welfare Casework Supervisor 1, Child Welfare Casework Supervisor 2,  
Child Welfare Casework Supervisor 3,  
Clerical Supervisor,  
Contract Evaluator/Negotiator,  
Contract Evaluator/Negotiator Supervisor,  
Data Systems Manager 2,  
Data Systems Manager 3,  
Data Systems Coordinator 2,  
Data Systems Supervisor 1,  
Deputy Director 3,  
Family Service Supervisor 1,  
Family Service Supervisor 2,  
Fiscal Officer 1,  
Fiscal Officer 2,  
Fiscal Officer 3,  
Investigator 3,  
Investigator 4,  
Investigation Supervisor,  
Liaison Officer 1,  
Management Analyst 1,  
Management Analyst 2,  
Management Analyst 3,  
Management Analyst 4,  
Management Analyst 5,  
Nurse Supervisor 2,  
Office Manager 1,  
Office Manager 2,  
Personnel Administrator 1,  
Personnel Administrator 2,  
Programming/Analysis Supervisor,  
Programmer/Analyst 3,  
Public Information Officer 1,  
Public Information Officer 2,  
Public Inquiries Officer,  
Public Specialist 2,  
Purchasing Administrator 1,  
Purchasing Administrator 2,  
Purchasing Agent 1,  
Records Management Supervisor,  
Recruitment Manager,  
Secretary to the Executive Director,  
Secretaries to the Division Directors,  
Social Program Administrator 1,

Social Program Administrator 2,  
Social Program Administrator 3,  
Social Program Administrator 4,  
Social Program Coordinator,  
Social Program Developer,  
Social Program Specialist,  
Social Services Supervisor 1,  
Systems Analyst 1,  
Systems Analyst 2,

- 3.2 New management level, supervisory and confidential classifications which are not noted in Section 3.1 or in Appendix B of this Agreement shall be excluded from the Bargaining Unit.

The Agency agrees to notify the Federation of any newly created job position or classification and advise the Federation of its position regarding inclusion or exclusion from the unit in writing within 15 workdays of the approval of the position or classification by the Executive Director. A new position or classification is defined as one that is not identified on the Table of Organization on the effective date of this Agreement. If the Agency fails to provide timely notice pursuant to this article, unless clearly and obviously a statutory exclusion, the newly created job position or classification will be included in the Bargaining Unit until either the Agency and Federation agree to its exclusion or the State Employment Relations Board (SERB) issues an order finding the position or classification is not included in the Bargaining Unit where a request by either party has been made to the SERB to conduct an investigation or hearing regarding the exclusion issue or an arbitrator rules that the position or classification in dispute be excluded from the Federation. However, where timely notice is provided and such occurs, during the term of this Agreement, the Federation may request SERB to conduct an investigation and/or hearing concerning the appropriateness of the classification to be in or outside the Bargaining Unit under the definitions of Ohio Revised Code 4117. If SERB declines to rule on the issue, it shall be submitted to arbitration pursuant to Article 6 of this Agreement. Pending the outcome of the SERB proceeding or arbitration, the Agency's position will be maintained when a timely notification is made.

Positions which are reclassified due to the assignment of managerial duties, supervisory duties, or duties effectively making the occupant of the position a confidential employee within the meaning of Ohio Revised Code section 4117.001(K) shall be excluded from the Bargaining Unit. If such occurs during the duration of this Agreement, the Federation may request a job audit of the position under the provisions of Article 34 of this Agreement.

- 3.3 Rules Governing Recognition Election

Any effort by any other employee organization or members of the bargaining unit to replace or remove the Federation of Franklin County Children Services Employees as the sole and exclusive bargaining agent for the bargaining unit

described in Article 3 shall be governed solely by the provisions of O.R.C. chapter 4117. and the rules concerning recognition elections adopted by the State Employment Relations Board (SERB).

- 3.4 **No Recognition of Rival Organizations**  
The Agency will not unlawfully support or recognize a rival employee organization of the Federation.
- 3.5 **Information Available about Conditions of Employment**  
Information, statistics, and records relating to wages, hours, benefits, and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract shall be made available to the Federation upon request unless the release of such information is otherwise prohibited by law.
- 3.6 **Site Visitation**  
The Federation President, or his/her designee, shall have the right to visit all site to investigate working conditions, complaints or problems, or for a purpose relating to the terms and conditions of employment. As the Federation President is an Agency employee, all time spend in such visits and investigations may not exceed the limits set for the use of agency work time for Federation business set out in Article 5 and 6.
- 3.7 **Employee Relations/Federation President Meetings**  
The Agency's director or designee for labor relations and the Federation President, or his/her designee, shall generally meet monthly to discuss site problems and procedures of this contract. Additional or fewer meetings may be held depending upon the need to discuss issues.

#### **ARTICLE 4 - UNION SECURITY**

- 4.1 Those employees who are members of the Bargaining Unit and who have not signed check-off authorization shall have a monthly Fair Share Fee deducted automatically from the first paycheck each month after sixty (60) days of employment.  
Fair Share Fees shall be subject to all requirements of the Ohio Revised Code, 4117.09 (C) and all applicable law on like subject matter.
- 4.2 Those Federation members who have signed payroll deduction of dues shall have their dues deducted from the first paycheck of each month. It is agreed by the Federation that any Agency employee may withdraw said authorization at any time by written letter of request to the Human Resources office and the Federation President.
- 4.3 A duly authorized Federation representative will advise the Agency in writing in duplicate of the amount of membership dues/fair share fees and any changes in membership dues/fair share fees.

- 4.4 The Federation agrees to establish and maintain a rebate procedure that complies with the applicable laws of the State of Ohio. Further, the Federation agrees to indemnify the Agency and hold the Agency harmless from any finding by a governmental agency or court of law that it has unlawfully deducted any dues or any fair share fee or a portion of a fair share fee. The Federation also agrees to reimburse the Agency for any monetary damages it is ordered by a governmental agency or court of law to pay as a result of a finding or order that it has unlawfully deducted dues, a fair share fee or a portion of a fair share fee.

## **ARTICLE 5 – FEDERATION REPRESENTATIVES**

- 5.1 The Agency and the Federation agree there shall be a minimum of seven (7) stewards. The Federation will advise the Agency in writing of all officers and stewards prior to the assumption of their duties. The Federation's ability to meet these requirements will depend on the willingness of employees to volunteer for this duty.
- 5.2 The Agency will permit federation representatives who are employees of the Agency time while on their scheduled shift to represent employees at grievance step meetings, fact-findings under Article 8, and pre-disciplinary hearings before the Hearing Officer for the time a management representative is present. Only one (1) federation representative who is also an employee of the Agency will be permitted to utilize working time to attend those meetings.
- 5.3 The Agency will permit a federation steward who is an employee of the Agency up to two and a half hours total per week while on his scheduled shift to investigate matters solely relating to the investigation of incidents which may give rise to a grievance or grievances, and to prepare an initial grievance for Step 1 of the grievance procedure, with the prior approval of their supervisor. All other time spent investigating incidents relating to alleged grievances or preparing grievances, other than the specific attendance at grievance meetings, will be outside the regularly scheduled working hours and will be without pay.

Before attending those meetings, the employee federation representative must provide reasonable notice to his immediate supervisor and obtain approval to attend, where such approval will not be unreasonably withheld.

If it is necessary for the Federation to send a federation representative who is an employee of the Agency and who does not work in the same location/region as the employee represented, such representative shall be paid for the time spent in the meeting including travel time subject to the two and a half hours per week limit set forth above in this section.

- 5.4 Representatives of the Federation shall be granted the opportunity to appear up to thirty (30) minutes during new hire orientation before new members of the Bargaining Unit to advise such persons of the organization's services.

- 5.5 Employees will be paid if negotiating sessions are held during their scheduled work time, or if they have to leave work early or arrive late in order to be present during a negotiating session. Employees who are scheduled to work on a shift other than that during which negotiations are scheduled, shall be permitted an equal time off during their regular shift. Employees will be paid as for normal work hours for those hours spent in joint negotiating sessions, exclusive of caucus time, beyond the time their normal shift ends. The obligation to attempt to flex hours to avoid the incurrence of overtime will apply throughout negotiations.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.1 A grievance shall be defined as a dispute between an employee(s) and/or the Federation and the Agency concerning the interpretation or application of the terms of this Agreement or the employer’s personnel policies.
- 6.2 The employee shall have the right to process a grievance himself or to be accompanied by a representative of the Federation during grievance meetings. The Federation shall be notified by the Employer and shall be permitted to send an observer to all hearings at all steps. The grievant is responsible for contacting a steward or the Federation concerning representation.
- 6.3 The investigation of a grievance or complaint necessitating a conference by a steward and a Bargaining Unit employee will be outside the regular scheduled working hours and shall be without pay. Except that the Agency will permit a federation steward who is an employee of the Agency up to two and a half hours total per week while on his scheduled shift to investigate matters solely relating to the investigation of incidents which may give rise to a grievance or grievances and to prepare an initial grievance for Step 1 of the grievance procedure with the prior approval of their supervisor. All other time spent investigating incidents relating to alleged grievances or preparing grievances, other than the specific attendance at grievance meetings, will be outside the regularly scheduled working hours and will be without pay. As noted above, attendance at a grievance meeting by a grievant and steward shall be with pay.
- 6.4 Forms for filing a grievance will be provided by the Federation as shown in Appendix “C” of this Agreement. Working days, as used in this article, shall be defined as days falling from Monday to Friday, excluding holidays.

Copies of all grievance responses are sent to the grievant, steward and Federation President and are faxed or hand delivered, or e-mailed to the Human Resources Department. The grievance or grievance response will be deemed to be received on the date that it is faxed or hand delivered to the Human Resources Department.

- 6.5 Grievances shall be presented in accordance with the following procedures:

Step 1

Within seven (7) working days from the event which gave rise to the grievance, the employee or the Federation shall complete a grievance form and file the grievance by faxing, hand delivering, or e-mailing the grievance to the Human Resources Department, and mailing, hand delivering, or e-mailing it to the Federation President and submitting it to his immediate supervisor, as appropriate, or to the lowest level supervisor responsible for the action giving rise to the grievance. The supervisor shall schedule a meeting to hear the grievance and shall respond in writing within seven (7) working days of receipt of the grievance. However, if the Department/ Regional Director and the supervisor jointly determine that resolution of the grievance is outside the supervisor's control, they may waive the Step 1 meeting by notifying the grievant and the Federation representative identified on the grievance form.

Step 2

If the grievant or the Federation is not satisfied with the response given in Step 1, he shall within seven (7) working days of receipt of the response file the grievance by faxing, hand delivering, or e-mailing the grievance to the Human Resources Department, and submitting it to the Department/Regional Director responsible for the supervisor in Step 1. A grievance meeting shall be scheduled with the grievant and a steward or Federation representative. Within ten (10) working days following receipt of the grievance, the Department/Regional Director shall respond in writing to the grievance.

Step 3

If the grievant or the Federation is not satisfied with the response given in Step 2, he shall within seven (7) working days of receipt of the response fax, hand deliver, or email the grievance to the Human Resources Department. A grievance meeting shall be scheduled with the grievant and a steward or federation representative. Within ten (10) working days following receipt of the grievance, the Director of Human Resources shall respond in writing to the grievance.

Step 4

Should the Federation not be satisfied with the written response to the grievance at Step 3, the federation may appeal the grievance to arbitration by providing a written appeal to the Director of Human Resources within twenty (20) working days of receipt of the Step 3 response.

- 6.6 The cost of the federal mediation and conciliation service in providing a panel or panels, the cost of any proofs produced at the direction of the arbitrator, and the fee of the arbitrator shall be paid by the losing side.

Both parties agree to meet prior to a scheduled arbitration in order to attempt to arrive at an agreed settlement of the grievance, and, if such settlement cannot be reached, to attempt to arrive at a joint stipulation of the issue, the facts, and the documents which are to be submitted to the arbitrator.

Within sixty (60) days from the date of the appeal, the Federal Mediation and Conciliation Service shall be jointly requested to submit a panel of seven (7) qualified arbitrators, from which one (1) shall be selected. The sixty day deadline to request a panel may be extended by written agreement of the Federation and the Agency. Should the parties be unable to agree upon an arbitrator within fourteen (14) days of receipt of the panel, the parties shall strike names alternately with the party's right to strike the first name to be determined by the flip of a coin.

The arbitrator shall make a preliminary determination concerning questions of arbitrability prior to hearing the merits of the dispute unless such a preliminary decision cannot be reasonably made. In such a case, the arbitrator shall proceed with the arbitration and hear the merits of the case.

The arbitrator shall conduct a fair and impartial hearing of the grievance hearing and recording testimony from both parties, and applying the rules of the Federal Mediation and Conciliation Service. Only disputes involving a specific alleged violation of a particular Article and Section of the contract shall be subject to arbitration. The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Agency or the Federation is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify, supplement or otherwise alter the Agreement or any part thereof in any respect.

The arbitrator may also apply any applicable Ohio Civil Service Laws, policies of the Agency, and applicable rules and regulations of the Director of State Personnel.

It is expressly understood that the ruling and decision of the arbitrator within his function described herein shall be final and binding upon the parties. The costs of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room, shall be borne by the losing party. The expenses of any witnesses shall be borne by the party calling them. However, employees called as witnesses shall continue in pay status. A court reporter shall not be used at arbitration. Written opening and closing statements may be presented before the arbitrator at the hearing.

The arbitrator shall render in writing his findings and award as quickly as possible or within thirty (30) calendar days after submission of post-hearing briefs or if the parties agree to waive post-hearing briefs, after the hearing and shall forward such findings, award, and all supporting data to the Director of Human Resources and the Federation President's Agency work address.

## 6.7 Group Grievance

- A grievance may be filed by a group of employees. In such grievance, one of the several grievants shall represent the group in all hearings. Group grievances will commence at Step 2 of the grievance procedure and must be filed within seven (7) working days from the event which gave rise to the grievance.
- 6.8 The time limits provided for in the Agreement may be extended only on mutual written Agreement of the parties. Should a manager representative fail to communicate his written answer within the time limit prescribed in Section 6.5, the grievant may carry his grievance to the next step. If the grievant fails to file or advance his grievance within the time limits prescribed by Section 6.5, the grievance shall be considered as satisfactorily answered by the last management representative responding to the grievance.
- 6.9 Where a grievance is filed concerning a continuing condition, the grievance may be filed at any time the condition exists.
- 6.10 Whenever a grievance concerning non-selection for a vacancy in accordance with Article 15 is timely filed, no employee or outside applicant will be placed in the position at issue until the grievance has been heard through step 3.
- 6.11 Employees who participate or intend to participate in the grievance process shall not be subjected to discipline, reprimand, warning or reprisal due to any good faith exercise of their collective bargaining rights.

## **ARTICLE 7 - PROBATIONARY PERIODS**

- 7.1 All newly hired employees or promoted employees who were selected under Article 15, shall serve a probationary period as listed below. Employees who have been promoted in place under Article 15 shall serve a probationary period of 90 days. Time spent on unpaid leave of absence shall not be counted as part of the probationary period. Probationary periods shall be extended by the number of days the employee spent in unpaid status.

It is agreed that the probationary period for the following classifications shall be 150 days from the first date of paid service for the Agency:

Account Clerk 2,  
Account Clerk 3,  
Activity Therapy Specialist 2,  
Administrative Assistant 1,  
Air Quality Technician 2,

Automotive Mechanic 1,  
Carpenter 2,  
Caseworker 1,  
Caseworker 2,  
Caseworker 3,  
Clerical Specialist,  
Clerk 2,  
Community Service Worker,  
Computer Operator 1,  
Cook 1,  
Cook 2,  
Custodial Worker,  
Data Entry Operator 2,  
Data Entry Operator 3,  
Data Processor 2,  
Data Processor 3,  
Delivery Worker 1,  
Delivery Worker 2,  
Electrician 2,  
General Activity Therapist 2,  
Groundskeeper 2,  
Investigator 1,  
Investigator 2,  
Legal Aide,  
Library Media Technical Assistant 2  
Mail Clerk/Messenger,  
Maintenance Repair Worker 2,  
Nurse 1,  
Office Machine Operator 1,  
Office Machine Operator 2,  
Painter 2,  
Plumber 2,  
Public Information Specialist,  
Public Inquiries Assistant 1,  
Purchasing Assistant 1,  
Recruitment Aide,  
Secretary 1,  
Secretary 2,  
Security Officer 2,  
Social Service Aide 2,  
Social Services Worker 1, Software Specialist 1,  
Stores Clerk,  
Telephone Operator 1,  
Telephone Operator 2,  
Telephone Supervisor,  
Typist 1,  
Typist 2,  
Volunteer Coordinator 2.

Word Processing Specialist 2,  
Youth Leader 1,  
Youth Leader 2,  
Youth Leader 3.

The probationary period for the following classifications will be 240 days from their first day of paid service for the Agency:

Child Welfare Caseworker 1,  
Child Welfare Caseworker 2,  
Child Welfare Caseworker 3,  
Child Welfare Caseworker 4

- 7.2 The termination of any employee during the probationary period served upon hire is not subject to review by, or appeal to, the Board of Review or arbitration and is not subject to the grievance procedure set forth in this Agreement. The continuation of employment beyond the probationary period is solely the prerogative of the Agency and shall not be appealed. However, the employee may send a written request for the opportunity to informally, verbally present their position regarding their employment status to the Executive Director, which request may be denied.

In the event an employee performs unsatisfactorily during the probationary period served subsequent to a promotion, the employee shall be placed elsewhere in the Agency in the former classification.

- 7.3 The probationary period of an individual employee may be extended by up to one half their original probationary period, not to exceed one full year total probation upon written agreement of the Agency, the individual employee and the Federation.
- 7.4 Any new or changed classifications will be discussed with the Federation to determine their probationary periods. If agreement cannot be reached, it is agreed and understood that their probationary period will be 240 days.
- 7.5 The probationary period of part-time and intermittent employees in classifications wherein full-time employees serve a probationary period of 150 days shall be one thousand (1000) hours of paid time. The probationary period of part-time and intermittent employees in classifications wherein full-time employees serve a probationary period of 240 days shall be one (1) year from year from that appointment.

## **ARTICLE 8 - EMPLOYEE DISCIPLINE**

- 8.1 All employees are expected to carry out their duties and assignments in accordance with Agency policies and procedures. Discipline shall be for just and

reasonable cause and the principles of progressive discipline will be reasonably applied where appropriate.

- 8.2 When a meeting is scheduled with an employee(s) in the Bargaining Unit for disciplinary purposes (e.g., verbal reprimand, written reprimand, suspension, discharge), the employee(s) will be advised in advance and afforded a reasonable opportunity to have a representative of the Federation present.
- 8.3 If Management deems it necessary to conduct an investigatory interview and there is a reasonable expectation that the results of such an interview may lead to disciplinary action against the employee, the employee shall be notified of such interview and advised of his/her right to have a Federation representative present. The employee will be afforded a reasonable opportunity to have a representative of the Federation present. The employee, Federation representative, Federation President, and Human Resources shall be provided with a copy of the report resulting from the investigatory interview. Management will provide written notification within 45 days after the investigatory interview is held to the employee, the Federation representative and Federation President to indicate whether formal disciplinary proceedings will be scheduled and/or if a Written Reprimand will be imposed with no further process.

Management shall initiate an investigation, as soon as reasonably practical upon learning of an alleged offense, and shall conclude the investigation as soon as reasonably practical.

Management may hold in abeyance any internal investigation if a concurrent criminal or outside administrative investigation is occurring or until conclusion of a judicial hearing.

In accordance with O.R.C. section 124.388(B), the Agency may in its discretion, place an employee on administrative leave without pay for a period not to exceed two months, if the employee has been charged with a violation of law that is punishable as a felony. If the employee subsequently does not plead guilty to or is not found guilty of a felony with which the employee is charged or any other felony, the employee shall be paid at the employee's base rate of pay, plus interest, for the period the employee was on the unpaid administrative leave. It is expressly agreed that management is not required to adhere to the discipline process and steps set out below in section 8.4 before placing an employee on unpaid administrative leave in those situations contemplated by O.R.C. section 124.388(B).

- 8.4 If action more severe than a written reprimand is being contemplated by the Agency, a pre-disciplinary hearing will be scheduled with the employee before the Director of Human Resources, or designate, to discuss the facts relating to the possible discipline. The employee will be advised of the hearing in advance and have the opportunity to have Federation representation. The employee and his representative shall be presented with the specific reasons for considering the recommended discipline not later than ten (10) working days prior to the hearing and the employer shall be presented with any documents the Federation intends to

submit in the employee's defense not later than five (5) working days prior to the hearing.

During the hearing, the employee, federation representative and/or an Agency representative shall be permitted to present, examine, and challenge any witnesses, documents and other evidence in the matter. Should any documents be presented at the hearing that either party did not have an opportunity to review prior to the hearing, a continuance may be granted to provide the party an opportunity to review the new document. Upon completion of the hearing, the Director of, Employee Relations or designate, shall forward a recommendation to, the employee, OFT Field Representative and the Federation President.

Notice of such hearing shall be provided to the employee and Federation in the following form.

TO:

.....

FROM: HUMAN RESOURCES

DATE:

RE: PRE-DISCIPLINARY HEARING

You are hereby notified that a pre-disciplinary hearing concerning a charge \_\_\_\_\_ brought against you will be held at time on date at location. Attached are the specific reasons for considering the recommended discipline.

You have the right to be represented by a Federation representative. You also have all other rights provided under Article 8 of the Agreement.

cc: , Division Director  
    , Department Director  
    , Immediate Supervisor  
    , Federation President  
    , OFT Field Representative

- 8.5 The Executive Director shall make a final decision whether to impose discipline and the level of discipline to be imposed and shall notify the employee of same within fifteen (15) working days after the pre-disciplinary hearing. The Federation will have twenty (20) working days to file a grievance at the fourth step of the grievance procedure upon receipt of the Executive Director's decision to impose a suspension or termination.
- 8.6 Written reprimands will be removed from the employee's personnel file after twelve (12) months from the date of the written reprimand providing there are not intervening disciplinary actions. Suspensions of five (5) days or less will be removed after twenty-four (24) months from the first day of the suspension

providing there are no intervening disciplinary actions after the effective date of the suspension. Suspensions of greater than five (5) days will be removed after thirty-six (36) months from the first day of the suspension providing there are no intervening disciplinary actions after the effective date of the suspension. It is understood by the parties that while disciplinary documents may be removed from a personnel file, they can only be destroyed pursuant to applicable law.

- 8.7** Should the Federation, Agency and an employee subject to disciplinary action under this article agree to a Last Chance Agreement, the duration of such agreement will be no longer than five (5) years from its effective date as long as the employee is not subsequently suspended for any reason. In cases where the employee is subsequently suspended, the last chance agreement will remain in effect until five years after the suspension has been imposed. Nothing in this section affects the rights of former employees terminated by operation of last chance agreements. All last chance agreements in effect on the date this collective bargaining agreement is ratified will be subject to this section.

## **ARTICLE 9 – LAY-OFF AND RECALL PROCEDURES**

- 9.1 When the Agency determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of abolishment of positions, lack of funds, or lack of work, as set forth in Ohio Revised Code 124.321, the procedures of this Agreement shall govern the lay-off of employees.
- 9.2 Not later than sixty (60) days prior to any anticipated lay-off of Bargaining Unit employees, the Agency shall notify the Federation. Agency and Federation representatives shall meet and confer as soon as practicable in order to discuss steps to prevent the lay-off of employees (if possible). Such steps shall include, but not be limited to:
1. Offering other Agency positions to employees in the affected classifications. Such an offer may only be made to an employee who is qualified for the position being offered. Seniority shall govern any choices among employees for such an offer;
  2. Assisting employees who may desire and may be qualified to retire or resign;
  3. Assisting employees in the affected classifications in seeking and preparing for other employment.
  4. Once the positions/classifications and department(s) where the reduction is identified, the Board shall post a notice seeking volunteers for layoff or a reduction in hours. Voluntary reductions in hours and/or layoffs will be afforded as may be applicable prior to imposing an involuntary layoff.
- 9.3 Order of Lay-Off

In the classifications selected for lay-off, employees shall be laid off and have displacement rights in the following order:

1. Part-time temporary employees
2. Full-time temporary employees
3. Part-time seasonal employees
4. Full-time seasonal employees
5. Intermittent employees
6. Part-time permanent employees
7. Full-time permanent employees

- 9.4 Within the Order of Lay-Off, employees shall be retained, laid off, and have displacement rights within their specific job classification series on the basis of seniority, as defined in Article 14 of this Agreement. The exceptions shall be where an employee who would be retained manifestly does not possess the minimum qualifications to perform the job responsibilities that remain. In such cases, the Agency shall possess the burden of proof and shall retain the most senior employees who are qualified to fill the positions remaining after the lay-off. There shall be no bumping or displacement rights from one job classification series to another.
- 9.5 Laid off employees shall remain on recall lists according to job classification series for one (1) year from their last workday. Recall shall be in the reverse order of lay-off. Employees must be qualified to perform the responsibilities required for the position. The Agency shall have the burden of proving that an employee in the classification series is not qualified. The Agency shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Agency's records. Each employee is responsible for providing the Human Resources Department with his or her current address. If the Agency has not received the employee's written acceptance of the offer of recall within ten (10) days of the postmark, the offer shall lapse and the employee shall be removed from the appropriate recall list.
- 9.6 The Agency shall post a Seniority List of the affected classifications thirty (30) days prior to any anticipated lay-off. Any errors in regard to seniority dates posted are to be brought to the Human Resources Department's attention so that a review can be made to determine appropriate seniority dates. If agreement cannot be reached in regard to appropriate dates, a grievance may be filed at Step 3 of the Grievance Procedure. Such grievance must be filed prior to the employee being laid off.
- 9.7 Employee's notification of lay-off will be made at least ten (10) working days prior to the effective date.
- 9.8 In the event of a tie in seniority, seniority will be determined by employee's date of original application.

## **ARTICLE 10 – SUBCONTRACTING**

- 10.1 It is not the intent of Franklin County Children Services to contract out work solely for the purpose of intentionally undermining the integrity of the Bargaining Unit. Franklin County Children Services reserves the absolute right to subcontract work out for the benefit of the County and/or Franklin County Children Services and would do so in good faith. If the employer considers contracting out a function or service regularly performed by a Bargaining Unit employee, other than in a temporary emergency situation which would displace Bargaining Unit employees, the employer shall provide reasonable advance notice in writing to the Federation, but not less than sixty (60) days prior to the Request for Proposals (RFP) being published. The employer shall meet with the Federation prior to deciding to contract out and discuss the reasons for the proposal and provide the Federation an opportunity to present alternatives.
- 10.2 The employer when issuing an RFP for a service or function regularly performed by a Bargaining Unit employee, shall include a requirement that the contractor will give hiring preference to qualified employees of the Agency who apply and who currently perform the type of work that is being contracted. The employer will attempt to place employees who are displaced by subcontracting.

## **ARTICLE 11 – NO STRIKE**

- 11.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the Federation agrees that neither it, its officers, agents, representatives, or members, individually or collectively, will authorize, instigate, cause, aid, condone, or participate in any strike or sympathy strike, work stoppage, sick-out, sit-down, stay-in, slow-down, or any other interruption of operations or services of the Agency (including purported mass resignations or sick calls) by its members or other employees of the Agency for duration of this contract period and any extensions thereto.

When the Agency notifies the Federation that members of the Bargaining Unit are engaged in any such strike activity, the Federation shall immediately, in writing, order such members to return to work, provide the Agency with a copy of such order by Certified Mail within twenty-four (24) hours of receipt of the notification from the Agency, and a responsible officer of the Federation shall publicly order the striking employees to discontinue such conduct through the media of local newspapers, local radio and television, and on-site directives.

- 11.2 No Lockout Section

The Agency agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Federation.

## **ARTICLE 12 – LABOR/MANAGEMENT MEETINGS**

- 12.1 The Executive Director and/or his designate will meet quarterly unless either party requests to meet more often with representatives of the Federation to discuss matters of mutual concern. All time spent in Labor/Management Committee meetings will be with pay for a maximum of three (3) Federation representatives. Management shall submit an agenda for such meetings to the Federation two weeks in advance. The Federation shall submit its agenda to Management two weeks in advance. A combined agenda will be prepared by Management for distribution either before or at the meeting.
- 12.2 The Executive Director or his designate will advise the Federation prior to any changes affecting wages, hours, terms and other conditions of employment at such meetings and confer with them on such changes. The Federation shall have the right to present its views in writing on any such changes. It is understood that matters that are excluded from collective bargaining by Ohio Revised Code 4117.10(A) are exempt from this section.
- 12.3 The Agency and the Federation recognize a mutual interest in ensuring that the employees of the Agency offer the finest services possible to the people of Franklin County and that employees are able to effectively, efficiently, and professionally carry out their several vocations. The Agency and the Federation reaffirm their mutual interest to identify means to provide reasonable workloads to said staff.
- 12.4 Within 90 days of ratification of this agreement, the Federation and Management will designate representatives to staff a subcommittee of the Labor Management Committee with the purpose of creating and implementing a process for a formal intervention when child welfare caseworkers are having significant difficulties meeting expectations of their positions due to high case loads. The main purpose of any intervention process shall be to respectfully and professionally collaborate to facilitate direct communication between the bargaining employee and his or her chain of command. This meeting will minimally include the child welfare caseworker's supervisor and Associate Director. The meeting should address ways to assist the employee to prioritize and clarify assignments, offer the employee needed supports, and consider if training would be reasonable and helpful. The Federation and management agree and understand that formal intervention shall **not** be a prerequisite to disciplinary action under Article 8 of this agreement. The parties agree and understand that any intervention cannot restrain any supervisor's right to communicate directly with all subordinates on matters related to performance without Federation representatives as long as neither Article 6 nor 8 of this agreement apply.

## **ARTICLE 13 – HOURS OF WORK**

- 13.1 It is recognized by the Federation and Agency that due to the nature of Agency services, a concept of flexible time is necessary. The normal workday shall be eight (8) hours (excluding one hour duty free for lunch) except for those employees currently working another schedule, and the normal work week shall consist of forty (40) hours. A four 10-hour day work week schedule may be used if given prior approval by Management, but in such cases, employees shall return to regular 8-hour workdays during weeks containing a holiday.

This Article does not limit Management's right to schedule flexible hours. Bargaining Unit employees should use every reasonable effort to complete their work assignments within a 40-hour work week. In order to assure we are able to fulfill the agency's mission of Protecting Children by Strengthening Families, the agency and Federation recognize that employees *may work* a flexible schedule outside the standard 8:00 – 5:00 workday. If a bargaining employee is required to work on a day outside of their normal work week, the employee is able to determine whether they will flex the hours or receive overtime pay or compensatory time for up to the number of hours actually worked on the day the employee worked outside of their normal work week. Being required to work on a day outside of an employee's normal work week means that the employee was specifically directed by his or her supervisor to work on a day outside of their normal work week on duties that could not be possibly completed--for reasons other than workload--by the employee on a day they are normally scheduled to work.

- 13.2 In the event an employee in a non-exempt classification (pay range 15 and below, excepting Caseworkers) is scheduled to work over the normal work hours in a week, he will be paid at the rate of time-and-one-half or, if the employee elects, be granted compensatory time off at time-and-one-half for all hours in excess of forty (40) per week. Administrative approval is required for all hours worked beyond the normal workday.

The employee may bank up to a maximum of two hundred forty (240) hours of compensatory time off. An employee must obtain prior approval before using compensatory time off. The request for compensatory time off must be in writing.

If the request is unreasonably withheld, such action is grievable. Further, if the refusal to grant the request is unreasonable and results in an employee exceeding his bank in excess of two hundred forty (240) hours, an arbitrator may grant back pay solely for the hours that exceeded the two hundred forty (240) hours in the bank that were included in the written request for compensatory time off. The Agency can compel an employee to use compensatory time off from the employee's bank.

- 13.3 Paid overtime will be granted for Bargaining Unit positions exempt under the Fair Labor Standards Act (pay range 16 and above and workers in the Caseworker classifications) at a maximum of six (6) hours per work week for hours actually worked.

An employee must obtain prior approval for overtime in writing from his supervisor or, in that person's absence, the Associate Director or the Director for up to four (4) hours paid overtime per work week. However, in an emergency when prior written approval cannot be obtained and approval is given orally, a written confirmation must be executed on the next workday.

For any paid overtime in excess of four hours per work week up to a maximum of six (6) hours per work week, an employee must obtain prior approval for overtime in writing from his supervisor and the Executive Director. Executive Director approval should be obtained by the supervisor or other appropriate administrator.

The employees identified in this Section are salaried professional exempt employees receiving compensation in pay range 16 and above. The pay range rates reflected in the Collective Bargaining Agreement for those salaried professional positions have solely been identified in that fashion for the purpose of conforming with the computerized payroll system under which they are paid.

Maximum paid overtime will be based on employees actually working up to six (6) hours service in excess of forty (40) hours in a work week with payment of one and one-half (1 1/2) times their rate of pay or if the employee elects, compensatory time off at the rate of pay one and one-half (1 1/2) times their rate of pay. Any additional authorized overtime beyond that described in the preceding paragraphs in this section, will be provided as compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of forty-six (46) hours in a work week unless the employee chooses to receive compensatory time off for the first six (6) hours actually worked in excess of forty (40) hours in the work week, banking up to a maximum of two hundred forty (240) hours. An employee must obtain approval before using compensatory time off. The request for compensatory time off must be in writing.

If the request is unreasonably withheld, such action is grievable. Further, if the refusal to grant the request is unreasonable and results in an employee exceeding his bank in excess of two hundred forty (240) hours, an arbitrator may grant back pay solely for the hours that exceeded the two hundred forty (240) hours in the bank that were included in the written request for compensatory time off. The Agency can compel an employee to use compensatory time off from the employee's bank.

- 13.4 All clerical staff shall have a scheduled fifteen (15) minute break during the morning and afternoon of their work day.
- 13.5 In the event that an employee is unable to be at his work place as scheduled due to absence or tardiness, he is to call the supervisor on duty and inform him or her or this person's designee. Such notice shall precede absences whenever possible and shall not be more than one (1) hour after the commencement of the employee's shift without reasonable excuse. All service delivery staff (including Social Service Aides) in Intake & Investigation shall call at least three (3) hours before they are scheduled for work, if practicable.
- 13.6 Employees shall keep their supervisors closely advised of the expected extent of their absences and expected dates of return to duty.
- 13.7 The Agency agrees to provide four (4) hours pay for Maintenance employees, Delivery Workers, and Computer Operators who are called in for emergency work

for a duration of less than four hours. Hours worked in excess of four hours will be compensated at the employee's base rate of pay unless the hours result in overtime.

- 13.8 For purposes of the calculation of overtime, paid holidays during the workweek are considered hours actually worked.
- 13.9 All full-time and part-time bargaining unit employees who are regularly scheduled to begin their shift at or after 11:00 a.m. through 12:00 Midnight or to work weekend days, will receive a shift differential of 50 cents for all hours worked. Weekend days are defined as Saturday and Sunday. Employees who receive this differential are considered to work off shift rather than the standard shift. In the event a bargaining unit employee is required to cover a position that is an off shift position; the employee is able to determine whether they will flex the hours, receive overtime pay or compensatory time for up to the number of hours actually worked past their normally scheduled shift on the day the employee worked outside of their normal shift. Management will be willing to meet and confer with staff in regards to other options and suggestions for how to meet the needs of the agency.
- 13.10 All intermittent bargaining unit employees who fill positions designated to be second or third shift, or to cover weekend days, will receive a shift differential of 50 cents for all hours worked. Weekend days are defined as Saturday and Sunday.

#### **ARTICLE 14 – SENIORITY**

- 14.1 Seniority shall be defined as the employee's total length of continuous service in all positions held in the Agency. Time spent on paid leaves of absence and on military leaves of absence shall be counted in determining total length of service. Time spent on other leaves of absence shall not be counted in determining total length of service.

The parties understand that all service with Franklin County Children Services shall be counted in determining an employee's seniority. Specifically, if an employee has been terminated from employment with Franklin County Children Services and then is subsequently rehired by Franklin County Children Services, both the service time before the termination from employment and the service time following the rehire will be counted in determining the employee's overall seniority.

- 14.2 The Agency agrees to furnish to the Federation President a roster of employees with their seniority dates within two (2) weeks of the effective date of this Agreement and every four (4) months thereafter.

## ARTICLE 15 - PROMOTIONS AND TRANSFERS

15.1 All vacant and newly created Bargaining Unit positions, not filled by recall, will be posted on a bulletin board mutually designated by the Federation and the Agency in each work location for ten (10) calendar days prior to being filled. During the ten-day posting period, any employee within the Agency or anyone outside the Agency may apply. All applicants who meet the Agency's minimum qualifications and make a written request to be interviewed will be granted an interview. In an effort to fill vacancies as expeditiously as possible, applicants, if possible, shall make themselves available for the interview regardless of being on any kind of paid or unpaid leave.

15.2 Subject to Section 15.7, Child Welfare Caseworkers may apply for a lateral transfer or promotion after 90 days of their last lateral transfer or promotion, under the following circumstances:

1. CWCs in East Region may apply for a lateral transfer or promotion within East region
2. CWCs in West Region may apply for a lateral transfer or promotion within West region
3. CWCs in Intake may apply for a lateral transfer or promotion within Intake

All other CWCs shall be considered for an exception to the six (6) month restriction for a lateral transfer or promotion on a case-by-case basis by Management and the Federation of Franklin County Children Services Employees.

15.3 All vacancies shall be filled with the best qualified candidate as determined by:

1. knowledge, skill, and documentation in the employee's personnel file, and interview performance (professionalism, interest in position, understanding of position, preparation for interview);
2. education;
3. work experience relevant to the position being applied for;
4. seniority

Where qualifications listed in 1), 2), 3), and 4) of candidates for a position are considered relatively equal, the Agency's Affirmative Action Plan may be used to determine the candidate selected; otherwise, the applicants whose qualifications are relatively equal shall be offered the position in order of their seniority, beginning with the most senior.

Whenever there is only one internal applicant for a bargaining unit position, and that applicant is qualified for the posted position as established by Agency classification specifications, has no current discipline or corrective action plan, and is otherwise eligible to bid in accordance with this article, the internal applicant will be offered the position. At the time of offer, the applicant will be

directed to contact the hiring supervisor if they would like to meet to discuss the position in detail to finalize whether they want to accept.

- 15.4 Written notification of the filling of a vacancy will be given to all applicants for said vacancy upon filling of the vacancy.
- 15.5 Employees who are promoted will receive a five percent (5%) increase on their base rate of pay.
- 15.6 Employees in the Bargaining Unit who are promoted to a higher classification in the Bargaining Unit and who perform satisfactorily will retain their anniversary dates prior to the promotion unless they receive a salary increase of five percent (5%) or more. In that event, the date of the promotion will become their new anniversary date.
- 15.7 Employees in Child Welfare Caseworker 1 and Child Welfare Caseworker 2 classifications may be promoted in place. These employees are eligible for promotion-in-place on the date that the employees meet the minimum qualifications for the next higher classification, provided the following conditions are met:
  1. Satisfactory overall work record as reflected in performance evaluations and other documentation in the personnel file.
  2. The employee has satisfactory performance evaluations, being defined as an overall average score of the last three evaluations, appropriate knowledge and skill, and relevant work experience and education for the next higher classification.

The employee requests a review for promotional eligibility on the annual performance evaluation. If the employee is found to qualify for a promotion-in-place, the salary adjustment will be effective at the beginning of the pay period in which the employee's anniversary date falls

An employee promoted in place may not apply for a lateral transfer or promotion until twelve (12) months have elapsed since the promotion-in-place, except that if an employee is promoted in place and a change in supervisor occurs in their unit, the employee may bid out.

No mid-probation evaluations will be required for promotions-in-place, unless there is a significant change in performance during the probationary period.

- 15.8 An employee may be transferred among units within a region due to reorganization or caseload distribution. Such transfers shall be done by volunteers by seniority order. If not enough staff volunteer for the transfer, then the number of necessary transfers shall be made by inverse seniority order.

The transfer of staff from one region to another due to caseload distribution needs shall be done by volunteers by seniority order. If not enough staff volunteer for

the transfer, then the number of necessary transfers shall be made by inverse seniority order.

Such transfers shall be considered permanent moves. No employee shall be transferred under this Section more than one time per year, unless the employee volunteers to be transferred more than once. When there is a choice as to which units an employee may be assigned, the options shall be offered by seniority order.

#### 15.9 Intake Mentors

Management reserves the right and discretion to introduce Mentor positions to Intake units over time and is not precluded from filling all vacancies in any or all Intake units with no designated Mentor.

Should management determine that Mentor positions will be designated, these will be Child Welfare Caseworker 4 positions with the specific description of Mentor. These positions will be posted in accordance with section 15.1 of this Article and will be bargaining unit positions assigned to pay range 23 in accordance with appendix B. However, the selection criteria designated for bargaining positions in section 15.3 of this article will not apply. Instead the following criteria will be applied to select Child Welfare Caseworker 4 Mentors and no other bargaining unit positions.

Minimum Qualifications, which must be met as prerequisites for interviews:

1. Current incumbent in Child Welfare Casework 3 position who has successfully passed final probation or former incumbent of Child Welfare Caseworker 3 position who successfully passed final probation while holding that position;
2. No current disciplinary record in accordance with Article 8 of this Collective Bargaining Agreement; and
3. Minimum of one (1) year of service as Child Welfare Caseworker 3 at Franklin County Children Services.

Selection Criteria

1. Understanding of mentor's role in Child Welfare Caseworker development and ability to articulate this understanding and strategies to fulfill it through the interview process, including through written materials, if requested by Management;
2. Demonstrated capacity to perform above satisfactory level as a Child Welfare Caseworker 3 as determined in part, but not exclusively, by employee performance evaluations and documentation in personnel file. Negative information that is obtained and may be used for selection purposes that is not

documented in the employees personnel file shall be provided in writing to the employee prior to the interview.

3. Effective communication skills and professionalism;
4. Overall understanding of and commitment to our agency mission.
5. education;
6. work experience relevant to the position being applied for;
7. seniority

Where qualifications, listed in 1 through 7 above, of candidates for a position are considered relatively equal, the applicants whose qualifications are relatively equal shall be offered the position in order of their seniority, beginning with the most senior.

Notwithstanding the minimum qualifications and selection criteria in this section, management reserves the right to non-select all bidders.

Employees meeting the minimum qualifications and not selected for Mentor positions following interviews may file grievances in accordance with Article 6 of this collective Bargaining Agreement, but must first participate in a development conference with the hiring supervisor and / or administrators (and union representative if desired by the employee) to gain an understanding of why they were not selected and what they might do to enhance their readiness for future opportunities. The time limit for filing a grievance at Step 1 will not begin to run until the first work day after the development conference is held.

Management reserves the right and discretion to introduce Child Welfare Caseworker 4 Mentor positions to Regional Departments over time, but is not precluded from filling all vacancies in any and all Regional unit with no designated Mentor. Should management determine to designate Regional positions as Child Welfare Caseworker 4 Mentor positions, all other aspects of this section shall apply to those positions.

## **ARTICLE 16 - EMPLOYEE EVALUATIONS**

- 16.1 Each employee of the Agency will be evaluated by the immediate supervisor within forty-five (45) days of the employee's anniversary date in order to assess his current job performance, identify performance areas requiring improvement, to establish performance objectives for the next evaluation period and to develop a plan for improvement of performance.

Training requirements are established by management and set forth in the Employee Handbook. Part of the annual evaluation process will be an assessment whether all training requirements have been met as of the annual review date.

In cases where an employee has failed to meet all training requirements as of the annual review date but does make up all training deficiencies prior to the time when the finished performance evaluation is submitted to Human Resources, the employee will not be placed on a corrective action plan. Under these circumstances, the training made up to address training deficiencies from the prior review period shall not be considered in determining if training requirements were met for the following review period.

In all other cases, bargaining employees who have failed to meet all training requirements as of the annual review date will be placed on a corrective action plan and will be re-evaluated within ninety days of the initial performance evaluation.

- 16.2 Upon completion of the employee's evaluation conference with the immediate supervisor, the employee will be provided with a copy of the evaluation for review and signature. The employee shall sign the evaluation to acknowledge receipt. The employee's signature does not indicate that the employee is in agreement with the contents of the evaluation, but only that the employee has received the evaluation. After reviewing, should the employee desire to submit a written reply, he must do so within seven (7) working days. If such a reply is submitted within this time frame (seven working days), it shall be attached to the evaluation and accompany it through all Agency channels and become part of the employee's permanent personnel record.
- 16.3 Upon being reviewed by all the appropriate levels in the Agency, Human Resources will send a copy of the evaluation and any attachments to the employee for his records. Should there be any written statements on the evaluation form or attached thereto from levels of supervision higher than the immediate supervisor, the employee will be provided the opportunity to respond within two (2) working days and such a response will also be part of the evaluation.
- 16.4 An employee who is on authorized unpaid leave of absence who returns to the same classification shall have his annual anniversary date extended in an amount equal to the time spent on unpaid leave. That date shall be his annual evaluation date.
- 16.5 All employees will be evaluated midway through their probationary period. Should this evaluation be positive and continue to be positive, the employee will be advised at the end of the probationary period of his permanent status.

In the event the first evaluation indicates a problem exists, or should a problem arise after the first evaluation, the employee will be advised. The Agency may allow time until the end of the probationary period or any extensions thereof (not

to exceed one-half (1/2) of the employee's original probationary period or one year total probation) to correct the deficiency.

Employees who are advised, by way of performance evaluation or otherwise, that they are not performing satisfactorily at any point in their probationary period are encouraged to contact the Federation.

#### **ARTICLE 17 - PERSONNEL FILES**

- 17.1 An employee may review the contents of his/her personnel file. A request to review a personnel file is to be directed to the Human Resources Department.
- 17.2 Employees shall be provided with a copy of any materials that will become part of their permanent personnel record while an employee of this Agency. At that time, the affected employee may appeal the inclusion of such material pursuant to Article 6.
- 17.3 It is the responsibility of the employee to forward all necessary material for inclusion in the employee's personnel file. Necessary material includes, but is not limited to, home address, home telephone number, copies of diplomas evidencing additional education and copies of licenses relating to the employee's position within Children Services.
- 17.4 The employee will be notified whenever information in an employee's personnel file is released to someone other than to Agency staff with a need to know pursuant to a public records request. If the information is available, the employee will also be notified of the name, address and telephone number of the person making the request.

#### **ARTICLE 18 – BULLETIN BOARDS**

- 18.1 The Agency agrees to provide space equal to one-fourth (1/4) of existing and future bulletin boards for the exclusive use of the Federation for the posting of Federation notices. It is agreed that all materials posted shall be in good taste and shall respect the personal dignity and integrity of all persons. The following material will be posted by the designate of the Executive Director upon request by the Federation:
  1. Federation Recreation and Social Affairs
  2. Notice of Federation Meetings
  3. Federation Appointments
  4. Federation Election Notices and Results
  5. Federation Local #3143, Policies and Practices
- 18.2 Any additional Federation material to be posted must have the approval of the Executive Director or his designate.

18.3 The Agency shall designate and mark the bulletin board space provided to the Federation.

## **ARTICLE 19 – HEALTH AND SAFETY**

- 19.1 All employees have the right to work in safe and healthful conditions. All buildings and equipment shall be maintained in accordance with standards set by the Occupational Safety and Health Administration. The Executive Director or his designate shall permit the Federation President or his designate to visit specified work areas to investigate working conditions, employee complaints, or for purposes relating to the terms and provisions of this Agreement. As the Federation President is an Agency employee, all time spent in such visits and investigations may not exceed the limits set for the use of agency work time for Federation business set out in Article 5 and 6.
- 19.2 No employee shall knowingly be given any assignment that is dangerous to his physical safety or health. However, it is recognized by the Agency and the Federation that due to the nature of the services and clientele, it is not always possible to know the circumstances an employee may be involved in. It is the JOINT responsibility of the employee AND MANAGEMENT TO ADDRESS ANY KNOWN SAFETY CONCERNS in order to determine if police assistance is necessary.
- 19.3 The Agency and the Federation acknowledge the work performed by the Agency's employees places the employees into dangerous situations risking the safety and health of not only the clients they serve but the very safety and health of the employee. As a result, the Agency and Federation recognize the benefits in either providing police escorts or pairing of Agency employees to help protect the lives of all involved. Consequently, the Agency shall honor requests for pairing of employees with another employee or the police where the employee establishes that a safety issue exists. If the employee has reasonable belief that his/her health and safety are in danger due to unsafe conditions, he/she shall notify the supervisor who shall have the responsibility to determine what action should be taken.
- 19.4 The Agency agrees to staff the Safety Committee for as long as that body convenes with at least one Federation representative from each agency building location. One Federation representative on Safety Committee—to be designated by the Federation-- shall also be invited to attend Risk Management meetings with Executive Council for as long as these are convened.
- 19.5 A standing agenda item of the Labor Management Committee established by Article 12 of this agreement shall be employee safety concerns.
- 19.6 The Federation and management agree that all employees should be treated respectfully and equitably and that the agency should be a responsible steward of taxpayer dollars. Should GPS systems ever be provided by the agency to employees to take into the field, GPS data will only be requested on particular

employees in the event that there are significant concerns for the employee's safety or specific information that the employee has not been honest about his or her whereabouts during work time, GPS data is required in response to a warrant, subpoena, public records request or in any case where an employee has been named an alleged perpetrator of child abuse or neglect.

Significant concerns for an employee's safety require the following:

1. The employee has not answered their cell phone
2. The employee has not returned to the office at their scheduled time, and
3. the Executive Council level administrator over the employee's department agrees prior to the request begin processed that there is an ongoing and imminent concern for the employee's safety.

Specific information that the employee has not been honest about his or her whereabouts exists when any source that cannot be readily discredited reports that the employee was not where they reported they were.

In the event that GPS data is pulled under any of the circumstances discussed in this section, that information may be used as evidence in a pre-disciplinary hearing and in that case, all other procedural protections set out in Article 8, including the opportunity to present rebuttal evidence, will apply as usual.

- 19.7 The Agency agrees to set aside a fund of \$15,000 for the three year term of this agreement to defray expenses related to the extermination of bed bugs in bargaining employee private residences. This fund will not be increased for the term of this agreement and is intended by both parties to be the total amount management is committed to provide for all bargaining employees for the entire term of this agreement regardless of the number of requests. In no case will funds be dispersed under this section to cover any cost other than extermination of bed bugs. The Federation agrees that it will participate in the administration of this fund by making recommendations to management as to whether each employee requesting funds under this section should be deemed eligible, and that these Federation recommendations shall be prerequisites to the actual disbursement of funds under this section. The Federation agrees that it will submit a written protocol, drafted with the technical support of management, if requested by the Federation, within 90 days of the ratification of this agreement to set forth the procedure they will follow to determine their recommendations and that this protocol will address:
- some means to authenticate that the employee's home infestation is due to exposure to bed bugs in the course of their work related duties and
  - and ensure that no landlord or other party is obligated to pay for the extermination in any case they recommend for payment by the agency.

Should an employee claim arise beyond the \$15,000 allotted for the entire contract

period, management will consider the request and may grant it if all other conditions of this section are met.

## **ARTICLE 20 - PROVISION CONTRARY TO LAW**

- 20.1 If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the laws of the State of Ohio or the United States of America, the parties will meet to attempt to negotiate any necessary change in the Agreement relative to the affected provision only, and the remainder of this Agreement shall continue in full force and effect.

## **ARTICLE 21 - NON-DISCRIMINATION**

- 21.1 No person or persons or agencies responsible to the Agency nor the Federation and its officers shall discriminate for or against an employee on the basis of race, religion, creed, color, national origin, sex, marital status, age, handicap, disability, sexual orientation, member of the uniformed service, political affiliation, Federation membership or legal activity. The Agency and the Federation agree to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters.
- 21.2 The Agency and the Federation agree that dealings between their representatives and members will be characterized by mutual respect for personal dignity.
- 21.3 The Agency and the Federation agree there shall be no form of sexual harassment of employees.

## **ARTICLE 22 - PART-TIME AND INTERMITTENT EMPLOYEES**

- 22.1 A part-time employee is regularly scheduled to work less than thirty (30) hours per week.
- 22.2 Intermittent employees are defined as employees working an irregular schedule determined by the fluctuating demands of the workload. However, the number of actual hours worked in a workweek or in a year is not pertinent to the definition of intermittent employee.
- 22.3 Part-time and intermittent employees within Bargaining Unit classifications are members of the bargaining unit and are eligible for membership in the Federation.
- 22.4 Part-time employees shall be entitled to an evaluation and shall be eligible for appropriate wage rate increases upon completion of every 2,080 hours (same as 40 hours per work week, 52 work weeks) of employment.

When an employee converts from part-time to full-time, all hours earned as part-time will be credited toward every 2,080 hours required for appropriate wage rate increases.

- 22.5 Part-time and intermittent employees are not eligible for enrollment in the hospitalization program.
- 22.6 Part-time regular employees who are regularly scheduled to work sixteen (16) or more hours per week shall accrue pro-rated vacation leave.
- 22.7 Full-time or part-time employees who transfer to intermittent status shall have any accrued but unused compensatory time cashed out and shall have the option at the time of the transfer to cash out their accrued vacation bank or to retain the vacation bank.
- 22.8 Intermittent employees must submit a schedule each month and be available for at least three (3) shifts each week. Intermittent employees are permitted to request a number of weeks each year as unpaid leave or accrued vacation if remaining in the bank, based on the following schedule:
1. less than 1 year of seniority, 0 weeks of unpaid leave;
  2. one year to 2 years of seniority, 2 weeks of unpaid leave;
  3. more than 2 years to 8 years of seniority, 3 weeks of unpaid leave;
  4. more than 8 years to 15 years of seniority, 4 weeks of unpaid leave;
  5. more than 15 years to 22 years of seniority, 5 weeks of unpaid leave;
  6. more than 22 years of seniority, 6 weeks of unpaid leave.

Seniority is determined by the seniority list.

Intermittent employees who choose to retain their accrued vacation in accordance with Article 22.7 shall apply that accrued vacation to the earned weeks outlined above at three (3) shifts per week, until such time as the vacation bank is exhausted. Such leave must be scheduled in one-week blocks.

- 22.9 Intermittent employees are eligible to apply any accrued but unused sick leave for absences that meet the definition of serious health condition under the Family and Medical Leave Act. Such employees may use up to three (3) shifts of sick leave each week for such qualifying absences.

Intermittent employees whose absences do not meet the serious health condition standard outlined above, may request to use accrued but unused sick leave up to a maximum of one (1) shift per a continuous period of illness.

## **ARTICLE 23 - STAFF INPUT**

- 23.1 It is understood that the Board has the right to determine all programs and services of the Agency. It is recognized that the input of the staff can be an asset in improving and developing new programs so as to provide the most meaningful assistance to the community.

- 23.2 The Agency will mail copies of all tentative agendas for meetings of the Franklin County Children Services Board to the Federation President.
1. If, on behalf of the Federation, the Federation President, or someone duly authorized by the President, desires to submit views on an agenda item regarding Agency service, the President shall notify the Executive Director no later than 8:00 a.m. of the day before the Board meeting and at that time or earlier shall provide the Executive Director with a written summary of the Federation's views regarding the agenda item. At the meeting of the Board, the Executive Director shall provide copies of the written summary to the members of the Board.
  2. If, on behalf of the Federation, the Federation President wishes to suggest an agenda item regarding Agency services for consideration by the Board at a Board meeting, the President shall notify the Executive Director in writing of this item, and this written notice shall be accompanied by a written summary of the Federation's views regarding the agenda item. The Executive Director shall present this suggestion and summary at the next meeting of the Board and subsequently the Executive Director shall advise the President in writing of the Board's decision regarding consideration of the agenda item.

However, the Federation President, or his designee, may present suggestions or other information to committees of the Board where the Board has received reasonable prior notice of the Federation's intent to present information to the committee. The Federation may also provide a written summary of its comments to the committee. Any oral presentation to a committee must be done in accordance with the rules established by the Board pertaining to public comment.

#### **ARTICLE 24 – EQUIPMENT AND SUPPLIES**

- 24.1 The Agency recognizes the need for employees to have the necessary equipment and supplies to fulfill the requirements of their jobs. Every effort will be made to ensure the timely supply of those items determined to be necessary by the supervisor. The employee is responsible for reasonably maintaining and securing Agency supplied equipment.

#### **ARTICLE 25 - FRINGE BENEFITS**

- 25.1 Children Services will participate in a Labor Management health cost Joint Benefits Committee containment committee established by Franklin County. Participating FCCS employees will be compensated at their regular rate of pay for all hours spent in session. The committee will evaluate all issues relating to costs and benefits and will make recommendations to the Board of Commissioners.
- 25.2 The President of Council #3143, and his/her designee shall be appointed representatives to the committee.

25.3 All full-time employees, as defined in Article 22 as those employees who are regularly scheduled to work thirty (30) or more hours per week, are entitled to the benefits below as maintained by the Franklin County Board of County Commissioners.

Hospitalization

Dental

Prescription Drug, including coverage for birth control prescriptions

Vision

Mental health, chemical dependency, and Employee Assistance Program, given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

The Union agrees to accept the County's medical benefits plan provided to employees employed under the direct auspices of the Franklin County Board of County Commissioners during the term of this Contract. For the duration of this Agreement, Children Services shall maintain for all bargaining unit members health, (including dental, vision, mental health, chemical dependency and EAP Program), hospitalization, surgical, major medical coverage and prescription card plan. Any changes implemented in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee of which the Federation of Franklin County Children Services Employees is a member and directly with representatives of the Federation if requested by the Federation. Routine changes in the prescription formulary are not part of the plan design. Federation represented employees will pay no more than the amount established for employee contributions towards the health insurance premiums, any deductible and/or any other cost designated by the Franklin County Board of Commissioners.

All employee contributions paid by the employee will be paid for under IRS Chapter 125 on a pre-tax basis in accordance with the rules set forth by the IRS.

All employees who are not regularly scheduled to work thirty (30) hours or more per will not be eligible for health insurance benefits.

25.4 Part-time employees are regularly scheduled to work less than thirty (30) hours per week. Intermittent employees are defined as employees working an irregular schedule determined by the fluctuating demands of the workload. However, the number of actual hours worked in a workweek or in a year is not pertinent to the definition of intermittent employee. Full-time employees are regularly scheduled to work thirty (30) or more hours per week.

Full-time employees are entitled to the following benefits as maintained by Franklin County Children Services:

Life: \$50,000 base benefit (though same rates for additional insurance as other County employees)

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age;

Legal Services;

Tuition Reimbursement and College Loan Repayment as established in Article 33 of this agreement;

Short Term Disability, on the same basis as the non-bargaining employees' program: Covers full-time employees; effective one (1) year after date of hire; after a six (6) week waiting period from the first day of absence related to a disability, the employee receives two-thirds (2/3) of his or her gross wages, up to a weekly maximum of \$500.00. Short-term disability benefits are provided for up to six (6) months per disability. An employee may not receive paid sick leave in addition to short-term disability payments.

Part-time and intermittent employees are entitled to the following benefits as maintained by Franklin County Children Services:

Legal Services

Tuition Reimbursement and College Loan Repayment

## 25.5 Employee Contributions

Tier 1 coverage is for employees and any children as permitted by the plan.

Tier 2 coverage is for employees to cover their spouse or domestic partner.

No employee will have to pay both tiers.

Upon the 1<sup>st</sup> of the month after the effective date of this Agreement until March 31, 2015, Tier 1 employees will pay \$105.00 per month and Tier 2 employees will pay \$216.00 per month. This represents approximately a twelve percent (12%) contribution of the Health Insurance Premium Amount to the employee and an eighty-eight percent (88%) contribution for the Employer.

Any changes in the current benefit plan design will be considered by the County when the new annual premium rate is set.

Adjustments to the Employee Contribution Amount for Tier 1 or Tier 2 coverage shall only be implemented on an annual basis, effective on the first day of the Benefits Year. If there is an adjustment to the annual Employer contribution to premium, the Employee percentage adjustment to premium will not be greater than the Employer's percentage adjustment to premium.

Rates may increase, decrease, or stay the same, depending upon the financial resources of the plan.

## **ARTICLE 26 – HOLIDAYS**

26.1 The Agency agrees to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. The Friday following Thanksgiving Day
10. Christmas Day

Holidays falling on Saturday or Sunday are observed on the preceding Friday or the following Monday respectively.

26.2 Part-time and intermittent staff who work on holidays will receive, in addition to their regular pay for hours worked, holiday pay for those hours actually worked, up to a maximum of eight (8) hours.

26.3 Full-time and part-time employees who are required to work on holidays will be paid at one-and-one-half (1 1/2) times their regular rate of pay for the hours worked.

## **ARTICLE 27 – LEAVE DONATION PROGRAM**

Bargaining unit employees shall be eligible to participate in the Leave Donation Program. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to co-workers who are in critical need of leave due to a serious illness or injury of that employee or a member of that employee's immediate family. For the purposes of this Leave Donation Program only, immediate family is defined as an employee's spouse, permanent member of household as defined by Franklin County, parent, child, stepchild, sibling, or person who stands in place of a parent (in loco parentis). Employees who have been approved to receive donated leave due to a serious illness or injury of a member of that employee's immediate family may use up to five days of donated leave for bereavement due to the death of the immediate family member for whose care donated leave has been approved.

Whenever a bargaining unit employee is denied donated leave after submitting an application and all necessary medical documentation, the employee may request, and upon request shall be granted, a meeting with the Director of Employee Relations for further review and discussion. If the employee is not approved for donated leave at that point, the employee may request, and upon request shall be granted, a meeting for further review and discussion with the Executive Director. No employee's request for donated leave shall be unreasonably denied.

## **ARTICLE 28 – STAFF DEVELOPMENT**

- 28.1 The Agency is committed to developing a program of training for employees geared to their present classifications and, as appropriate, to their next classification in the career ladder. This program would consist of a combination of training opportunities available in the community and Agency-sponsored programs.
- 28.2 The Agency shall permit flexible use of eight (8) hours of the Agency paid required hours of staff development. These eight (8) hours may be used for employee determined staff development. Such staff development may be related to career advancement or to a personal interest connected to professional development. However, all expenses for such staff development, exclusive of Agency paid salary, shall be borne by the employee.

## **ARTICLE 29 - LEAVE OF ABSENCE**

- 29.1 The Agency will provide a leave of absence without pay for reasons of maternity up to a maximum of six (6) months. This leave may be available in addition to use of accrued vacation time and paid sick leave for periods of disability and inability to work because of pregnancy and maternity. A doctor's statement of disability and inability to work because of pregnancy and maternity is required to receive paid sick leave. The leave of absence may be taken without the employees using their sick and/or vacation leave. An employee may not take FMLA leave in addition to maternity leave once twelve weeks of maternity leave are used in a calendar year.
- 29.2 Other leaves of absence may be provided at the discretion of the Executive Director. Bargaining Unit staff are permitted to participate in Precinct Election Official and the Donated Leave program, provided they meet all eligibility criteria set out in Agency policy.
- 29.3 An employee may request up to six (6) months unpaid child rearing leave. The employee may apply any form of paid leave, including sick leave, to the child rearing leave in order to remain in paid status. Such leave would not require that the employee be returned to the same classification. However, the employee would be placed in a comparable pay status. An employee may not take FMLA leave in addition to child rearing leave once twelve weeks of child rearing leave are used in a calendar year.
- 29.4 Employees on unpaid leave of absence due to disability resulting from an injury that is job related and which has been approved by the Ohio Bureau of Workers' Compensation and/or the Industrial Commission of Ohio as an industrial accident shall have the employer's share of their medical insurance paid for by the Agency for six (6) months.

29.5 An employee may use accrued sick leave for documented instances of bereavement.

29.6 Family and Medical Leave Act (FMLA)

A family or medical leave of absence may be granted to an employee if the employee has worked for the employer for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) months.

Upon request, an employee may take a family or medical leave of absence of up to twelve (12) weeks during each calendar year period for the following reasons:

1. the birth of a child and to care for the baby;
  2. the placement of a child for adoption or foster care (the employee may take the leave addressed in subpart 1 and subpart 2 any time up to twelve (12) months from the date of the birth or placement);
  3. to care for the employee's spouse, child or parent with a serious health condition; and
  4. a serious health condition that makes the employee unable to perform his/her job functions and the employee is not otherwise engaged in sustained remunerative employment which commenced any time during the family or medical leave of absence.
5. due to qualifying exigency related to active military duty of the employee's spouse, child or parent

Upon request, an employee may take a family or medical leave of absence of up to twenty-six (26) weeks during each calendar year period to care for the employee's spouse, child, parent, or next of kin who is a service member with a serious injury or illness incurred in the line of duty

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves:

1. in-patient care in a hospital, hospice, or residential care facility of at least one (1) night;
2. continuing treatment by a state licensed health care provider for more than three (3) calendar days;
3. continuing treatment or supervision by a state licensed health care provider for a chronic or long-term health condition that is incurable; or
4. prenatal care.

With respect to family members, the term is intended to cover conditions or illnesses that require continuing treatment by a state licensed health care provider and affects the health of a family member so that he/she is or is expected to be unable to participate in school or in his/her regular daily activities for more than three (3) calendar days.

An employee must submit a request for a leave of absence at least thirty (30) days in advance of the leave when the leave is foreseeable. When such leave is unforeseeable, the employee must submit a request for leave of absence as soon as practicable. A "Certification of Health Care Provider" form must accompany any request for a medical or family leave taken under the FMLA. (The Agency may require a second or third opinion at the employer's expense.)

If the first and second opinion conflict, the Agency and the Federation shall mutually select a physician to provide a third opinion. The third opinion shall be at the employer's expense and shall be final and binding.)

An employee must substitute any of the employee's accrued paid vacation, personal leave or sick leave for any part of the twelve (12) week FMLA leave taken because of a serious health condition of the employee or employee's family member. An employee must substitute any of the employee's accrued paid vacation or personal leave for any part of the twelve (12) week FMLA leave taken because of the birth, adoption, or placement of a child. If an employee does not have enough accrued leave time to cover the absence, he/she may apply for leave without pay necessary to complete the twelve (12) weeks allowed. Upon the employee's return from such leave, the employee will be reinstated to his/her former position or an equivalent position.

When an employee who has taken leave due to his/her own serious health condition returns to work from a medical leave, he/she must provide a fitness for duty document from his/her physician or practitioner specifying that the employee can perform his/her duties.

For the duration of FMLA leave, the employer will maintain the employee's health coverage under any group health plan under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back health insurance premiums during an unpaid FMLA leave if the employee does not return to work unless the reason is due to: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or (2) other circumstances beyond the employee's control.

The employee is responsible for contacting the Public Employees Retirement System (PERS) directly for information on how an unpaid FMLA leave is treated as continuous service for retirement purposes.

FMLA leave will run contemporaneously with maternity and child rearing leave and is not available in addition to maternity and child rearing leave.

Any part of this FMLA Article that is subsequently determined to be contrary to law or Department of Labor rules and regulations, will be modified to conform with the law or rules and regulations.

- 29.7 This Article does not limit the Agency’s right to discipline an employee up to and including termination for just cause if the employee is off work without approved leave (AWOL).
- 29.8 Employees who have at least 240 hours of sick leave in their bank by their anniversary date are eligible each year to cash out their unused sick leave that was accrued in the prior 12-month period and be paid one-half of its value at the employee’s regular hourly rate of pay.
- 29.9 Upon separation from active County service after eight (8) years or more with the County, State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid in cash for one quarter (1/4) of the accrued but unused sick leave credit. Upon separation from active County service after eighteen (18) years or more with the County, State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid in cash for one half (1/2) of the accrued but unused sick leave credit.
- 29.10 The Federation steward and/or delegate(s) to conventions, conferences, or workshops of the Federation shall be granted time off for the purpose of participating in such activities.
- Approval of such leave shall not be unreasonably withheld. Such leave shall not exceed a total of 10 ten work days for the entire Federation per calendar year. All requests for union leave shall be pre-approved by the Federation prior to submission to Payroll.
- 29.11 An employee shall be granted leave as required by State and Federal military training and service statutes.

**ARTICLE 30 - MILEAGE REIMBURSEMENT**

- 30.1 The Agency agrees to reimburse employees at the applicable IRS non-taxable mileage reimbursement rate per mile for the use of personal motor vehicles to conduct authorized Agency business.

**ARTICLE 31 - VACATION POLICY**

- 31.1 The vacation policy shall be:

Less than 1 year of service	-	0 hours of vacation
After 6 months’ service	-	an employee is permitted to use up to 40 of the 80 hours which are actually credited at the end of the first year
After 1 year of service	-	80 hours of vacation
After 2 years of continuous service	-	120 hours of vacation

After 8 years of service*	-	160 hours of vacation
After 15 years of service*	-	200 hours of vacation
After 22 years of service*	-	240 hours of vacation

\*Employees with 8, 15, and 22 years of qualified service, but without 2 years of continuous service with Franklin County Children Services earn 40 hours less than the amount shown.

- 31.2 The policy regarding accrual and crediting of vacation on the employee's bi-weekly earning statement (referred to hereafter as pay stub) is as follows:
1. During the first year of service there is no accrual and crediting of vacation hours.
  2. At the end of the first year of service, 80 vacation hours are credited to the employee on the pay stub.
  3. During the second year of service, vacation is accrued and credited on the pay stub at the rate of 3.1 hours per pay period – 80 hours per year.
  4. At the end of 2 years of continuous service, an additional 40 vacation hours are credited to the employee on the pay stub.
  5. During the 3<sup>rd</sup> through 8<sup>th</sup> year of service, vacation is accrued and credited on the pay stub at the rate of 4.6 hours per pay period – 120 hours per year.
  6. At the end of the 8<sup>th</sup> year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
  7. During the 9<sup>th</sup> through 15<sup>th</sup> year of service, vacation is accrued and credited on the pay stub at the rate of 6.2 hours per pay period – 160 hours per year.
  8. At the end of the 15<sup>th</sup> year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
  9. During the 16<sup>th</sup> through 22<sup>nd</sup> year of service, vacation is accrued and credited on the pay stub at the rate of 7.7 hours per pay period – 200 hours per year.
  10. At the end of the 22<sup>nd</sup> year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
  11. During the 23<sup>rd</sup> year and thereafter, vacation is accrued and credited on the pay stub at the rate of 9.2 hours per pay period – 240 hours per year.
- 31.3 Those part-time employees who are regularly scheduled to work sixteen (16) hours or more per week shall earn vacation benefits in accordance with Section 31.2 on a pro-rated basis according to the number of hours actually worked.
- 31.4 On December 31 of each year employees will be allowed to have accumulated no more than two times the amount of vacation they are then earning. Employees who, on December 31, have accumulated more than two times their current vacation accrual rate, will have this amount deducted from their accumulated vacation.

31.5 The Agency agrees to grant to each full-time and part-time employee (who is regularly scheduled to work sixteen (16) hours or more per week) and who have been on the payroll for four (4) months or more, five (5) Personal Leave days during the calendar year. (Personal Leave Days will be pro rated in accordance with the normal scheduled hours of work). Such personal reasons may be for legal, financial, or any other purpose. These days are non-accumulative and must be taken during the calendar year. Employees requiring additional days for personal business must take Leave Without Pay or use accrued vacation leave for this time off.

Use of these Personal Leave days requires advance approval of the immediate supervisor in accordance with usual Agency policy and is limited to a minimum of two (2) hours use per occasion.

31.6 Previous part-time and intermittent service is counted in determining the rate of vacation for employees who have become full-time employees. Two thousand eighty (2,080) hours of such part-time and intermittent service will equal one year of full-time service.

## **ARTICLE 32 - WAGES AND SALARIES**

32.1 The Agency shall pay, at no cost to the employee, eight and one-half percent (8.5%) of the employee's wages to the Public Employees Retirement System as a portion of the PERS payment required of each employee.

Should legislation subsequently bar the above provision subsequent to the effective date of this agreement, management agrees to meet and confer with the Federation on this issue but will have no obligation to take any particular action. This agreement to meet and confer does not constitute an agreement to reopen this section.

32.2 All employees shall receive a 2 percent (2.0%) increase added to their base salary at the beginning of the pay period in which February 1, 2014 falls and a \$500 lump sum payment not to be added to base salary upon ratification of this agreement.

The parties agree that this wage increase and lump sum will only be retroactively applied to employees who have not terminated their agency service prior to this agreement reaching final mutually binding approval.

All employees shall receive a 2.25 percent (2.25%) increase added to their base salary at the beginning of the pay period in which February 1, 2015 falls and a \$500 lump sum payment not to be added to base salary.

All employees shall receive a 2.25 percent (2.25%) increase added to their base salary at the beginning of the pay period in which February 1, 2016 falls and a \$500 lump sum payment not to be added to base salary.

Pay ranges will not be adjusted for any other increases, percentage or lump sum. It is recognized that the base salary, exclusive of licensure supplements, of an employee shall not exceed the maximum of the range their position is assigned to except that those staff who currently are or who will exceed the top of the range during the first year of this Agreement and who are subsequently entitled to receive an increase during the first year of this Agreement, shall have such increase applied to their base salary when applicable under the terms of this Agreement, even though such increase results in the individual's base salary rising above the maximum of the range. This increase to base does not create a precedent for future negotiations.

Pay Range assignments for all current Bargaining Unit classifications shall be those found in Appendix B. Pay Range assignments for new Bargaining Unit classifications shall be negotiated by the parties. Newly hired employees may be paid no more than twenty-five percent (25%) over the entry level rate of pay for the classification they are hired into. Such higher percentage shall be based on a clear set of written standards.

32.3 Employees may elect direct deposit of pay at a financial institution of their choice.

32.4 Employees who are able to provide documentation to Human Resources that they have received the following types of licensure and the validity dates of such licensure shall be eligible for a pay supplement, effective within two (2) pay periods after providing the documentation. The employee is responsible for ensuring the licensure is renewed and there is no lapse in the license expiration and renewal dates. The pay supplement is only effective for such periods that Human Resources has written verification of the validity of the license.

Licensed Social Worker (LSW) – 2% pay supplement of current rate of pay  
Licensed Practical Counselor (LPC) – 2% pay supplement of current rate of pay  
Licensed Independent Social Worker (LISW) – 4% pay supplement of current rate of pay

Licensed Practical Clinical Counselor (LPCC) – 4% pay supplement of current rate of pay

32.5 Intake Case Carrying Child Welfare Caseworker Retention Supplement

All Intake Case Carrying Child Welfare Caseworkers, upon completing eighteen months of service with the agency, will receive a Retention Supplement of \$.50 per hour.

All Intake Case Carrying Child Welfare Caseworkers, upon completing twenty-four months of service with the agency, will receive an additional Retention Supplement of \$.50 per hour, for a total hourly Retention Supplement of \$1.00.

Retention Supplements are specific to Intake Case Carrying Child Welfare Caseworker positions. Workers receiving these supplements who move to positions other than case carrying Intake Child Welfare Caseworker will no longer receive a Retention Supplement.

The parties agree that this Retention Supplement will not be applied retroactively in any circumstance and will instead be applied prospectively to employees who meet the above requirements after this agreement reaches final mutually binding approval.

- 32.6 In the event the Agency initiates or maintains a practice or policy where an employee is required to make him/herself available to report to work upon being contacted, the method of compensation for being on-call shall be negotiated with the Federation.

### **ARTICLE 33 - TUITION REIMBURSEMENT**

- 33.1 Employees eligible for tuition reimbursement shall include the following bargaining unit personnel who have passed their initial probationary period:

1. Employees working more than thirty hours (30) averaged per week shall be reimbursed for up to two (2) courses per quarter/semester, but not to exceed eight (8) quarters of courses per calendar year or six (6) courses per calendar year.
2. Part-time permanent employees working less than thirty (30), but more than twenty (20) hours averaged per week shall be reimbursed for up to one (1) course per quarter/semester, but not to exceed four (4) quarters of courses per calendar year, or three (3) semesters per calendar year.
3. Intermittent employees, beginning one hundred eighty (180) days after the first day of employment, who work an average of not less than twenty (20) hours per week during the period and during the time period in which the course is taken, may be reimbursed for up to one (1) course per quarter/semester, but not to exceed four (4) quarters of courses per calendar year, or three (3) semesters per calendar year.

- 33.2 Eligible Courses:

The following criteria and limits apply:

1. A course must be related to the employee's actual specific job assignment or to a position in the Agency to which the employee aspires. For purposes of this section, the obtaining of basic literacy, a high school diploma, or completion of G.E.D. requirements shall be considered related to every job assignment in the Agency.

2. Basic literacy courses and courses toward completion of high school or G.E.D. requirements must be taken at a school chartered by the State Department of Education. College undergraduate and masters level courses must be taken at a college or university authorized by the Ohio Board of Regents and accredited by the North Central Association. Further, to be eligible for reimbursement, all courses of any type must be taken at an institution within the state of Ohio or at an out-of-state
3. institution with a branch within Ohio. Correspondence courses are not eligible for tuition reimbursement.
4. Eligibility for tuition reimbursement is limited to undergraduate and masters level courses, basic literacy courses and high school or G.E.D. courses.
5. Basic literacy courses and courses toward completion of high school or G.E.D. requirements are eligible for 100% reimbursement. College courses in Social Work or Human Services are eligible for 100% reimbursement. All other courses are eligible for 75% reimbursement. Within these restrictions, the maximum reimbursement allowable per employee per calendar year is one-half of the full time single semester tuition cost of Capital University for undergraduate studies.

### 33.3 Tuition Reimbursement Procedures:

Employees must follow these procedures in order to obtain reimbursement:

1. The employee must make application for reimbursement to the Department of Professional Development at least seven (7) days prior to the first day of class to which the employee wishes to enroll and will receive a response as to whether the request for tuition reimbursement was approved within fifteen (15) days of the date of application. Application forms may be obtained from the Department of Professional Development.
2. Upon completion of the course, the employee shall submit the original grade report received for the course to the Department of Professional Development. The employee must receive a letter grade of "C" (or its equivalent) for the course.
3. If the employee has met the requirements of this policy, he shall be reimbursed at the rate not to exceed the credit hour fee charged by Capital University. Employees shall not be reimbursed for materials. Employees shall not be reimbursed for lost work time under this provision.
4. Employees who participate in the Tuition Reimbursement Program must agree to continue employment with Franklin County Children Services for a minimum of six months, for every year in which reimbursed courses were

taken. Time worked toward this commitment begins to run only after completion of all courses for which reimbursement is sought and multiple six-month commitments are consecutive to each other. Should an employee with time remaining on this work commitment subsequently re-enroll in courses qualifying for reimbursement under this policy, time worked toward this commitment is tolled until completion of all courses for which reimbursement is sought. Employees who do not complete the work commitment are required to return the funds received under the Tuition Reimbursement Program upon their separation from the Agency. The Agency Executive Director has the discretion to excuse any work commitment incurred through the tuition reimbursement program.

33.4 Eligible employees may apply to receive a partial reimbursement of the payments they made in the previous calendar year on an outstanding college loan, provided:

- the employee submits a timely application;
- the employee was employed with Franklin County Children Services for the entire previous calendar year;
- the employee is in good standing as evidenced by an average score of “3” or more on their most recent performance evaluation and no discipline in their personnel file;
- the loan was originated prior to the employee’s date of hire with Franklin County Children Services; and,
- the employee provides evidence of their college loan payments made during the previous calendar year.

33.5 Employees must submit an application to the Director of Human Resources for the College Loan Repayment Plan between the period January 1<sup>st</sup> and 5:00 p.m. on January 15<sup>th</sup>. No late applications will be considered. The application must include the origination date of the loan and evidence of the college loan payments made during the previous calendar year.

33.6 Franklin County Children Services will pay each eligible applicant an equal share of the \$50,000 program cap, up to a maximum of \$1,000 per year, or the amount that the applicant paid towards their college loan during the previous calendar year, whichever is less. “Equal share” is defined as the program cap divided by the number of eligible applicants. Employees may submit applications yearly, for up to a maximum of ten (10) years, and receive a maximum reimbursement under this program of \$10,000.

33.7 The agency agrees that bargaining unit employees may use paid agency time to take licensure exams for the following certification: LSW (Licensed Social Worker), LPC (Licensed Practical Counselor), LISW (Licensed Independent Social Worker), LPCC (Licensed Practical Clinical Counselor). Employees will be required to receive prior approval, which will not be unreasonably withheld, to be away from work for this purpose.

## **ARTICLE 34 - JOB AUDITS**

### **34.1 Step 1**

An employee who feels his position is not properly classified may request in writing a job audit through the Human Resources Department. The audit request is to indicate the reason(s) the employee feels the position is not properly classified.

### **Step 2**

Human Resources will review the audit request and 1) make a recommendation for classification based on the information submitted or 2) if necessary, perform an “on-site” audit of the position with the employee and his supervisor. The employee will be notified in writing of the decision no later than ninety (90) days after the Human Resources Department receives the request.

### **Step 3**

An employee not satisfied with the decision reached at Step 2 noted above may file a grievance as the employee’s exclusive remedy, commencing at Step 3 of the grievance procedure. The Federation must notify the Agency within twenty (20) working days of receipt of the Step 3 grievance response of its intention to submit the audit issue to arbitration or the prior audit finding will stand as final. However, an arbitrator can only grant back pay commencing from the 110<sup>th</sup> day following the date when the employee submitted the audit request in writing to the Director of Human Resources

## **ARTICLE 35 – DURATION**

35.1 This Agreement shall become effective February 1, 2014 and shall remain in effect until midnight January 31, 2017.

**SIGNATURE PAGE**

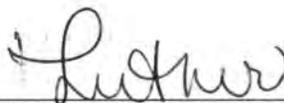
**FOR FRANKLIN COUNTY CHILDREN  
SERVICES**

**FOR FEDERATION OF  
FRANKLIN COUNTY CHILDREN  
SERVICES EMPLOYEES, OHIO  
FEDERATION OF TEACHERS**



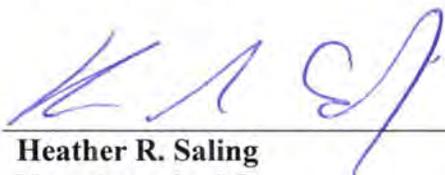
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**Charles Spinning  
Executive Director**



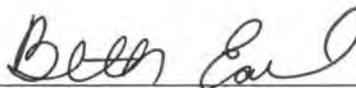
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**Kim K. Luther  
Field Coordinator**



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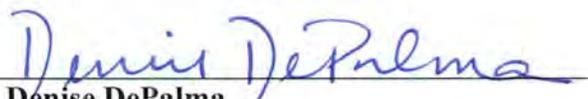
**Heather R. Saling  
Negotiator for Management**



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**Beth Earl  
President**

**Approve as to form:**



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**Denise DePalma  
Assistant Prosecuting Attorney  
Franklin County, Ohio**

**APPENDIX A**

Franklin County Children Services – Pay Schedule

Bargaining Unit Only

(Does not include license supplement)

	YEAR ONE		YEAR TWO		YEAR THREE	
	First Pay Date Effective Date 1/31/14		First Pay Date 2/27/15 Effective Date 1/30/15		First Pay Date 2/26/16 Effective Date 1/29/16	
<b>PAY RANGES</b>	<b>MIN</b>	<b>MAX</b>	<b>MIN</b>	<b>MAX</b>	<b>MIN</b>	<b>MAX</b>
5-HOURLY	10.35	16.54	10.43	16.66	10.48	16.74
6-HOURLY	10.77	17.24	10.85	17.37	10.90	17.46
7-HOURLY	11.17	17.91	11.25	18.04	11.31	18.13
8-HOURLY	11.65	18.62	11.74	18.76	11.80	18.85
9-HOURLY	12.10	19.38	12.19	19.53	12.25	19.63
10-HOURLY	12.56	20.14	12.65	20.29	12.71	20.39
11-HOURLY	13.07	20.95	13.17	21.11	13.24	21.22
12-HOURLY	13.58	21.79	13.68	21.95	13.75	22.06
13-HOURLY	14.13	22.65	14.24	22.82	14.31	22.93
14-HOURLY	14.70	23.57	14.81	23.75	14.88	23.87
15-HOURLY	15.30	24.52	15.41	24.70	15.49	24.82
16-HOURLY	15.34	24.58	15.46	24.76	15.54	24.88
17-HOURLY	15.94	25.56	16.06	25.75	16.14	25.88
18-HOURLY	16.58	26.58	16.70	26.78	16.78	26.91
20-HOURLY	17.93	28.75	18.06	28.97	18.15	29.11
21-HOURLY	18.67	29.91	18.81	30.13	18.90	30.28
22-HOURLY	19.39	31.12	19.54	31.35	19.64	31.51
23-HOURLY	20.19	32.35	20.34	32.59	20.44	32.75

## APPENDIX B

### Position Classifications And Pay Assignments

Account Clerk 2	12	Investigator 1	12
Account Clerk 3	14	Investigator 2	14
Accountant 1	18	Legal Aide	16
Activity Therapy Specialist 2	16	Maintenance Repair Worker 2	16
Air Quality Technician 2	16	Mail Clerk/Messenger	7
Automotive Mechanic 1	16	Nurse 1	23
Carpenter 2	16	Office Machine Operator 2	10
Caseworker 1	12	Painter 2	14
Caseworker 2	14	Plumber 2	16
Caseworker 3	15	Public Information Specialist	18
Child Welfare Caseworker 1	16	Public Inquiries Assistant 1	15
Child Welfare Caseworker 2	18	Publication Specialist 1	17
Child Welfare Caseworker 3	21	Purchasing Assistant 1	14
Child Welfare Caseworker 4	23	Secretary 1	12
Clerical Specialist	10	Security Officer 2	9
Clerk 2	6	Social Service Aide 2	12
Community Service Worker	12	Social Services Worker 1	12
Computer Operator 1	16	Software Specialist 1	16
Cook 1	6	Stores Clerk	8
Cook 2	7	Telephone Operator 1	7
Custodial Worker 1	5	Telephone Operator 2	10
Data Entry Operator 2	10	Telephone Supervisor	16
Data Entry Operator 3	12	Trainer	16
Data Processor 2	10	Typist 1	5
Data Processor 3	12	Typist 2	7
Delivery Worker 1	7	Volunteer Coordinator 2	22
Delivery Worker 2	10	Word Processing Specialist 2	10
Electrician 2	16	Youth Leader 1	9
General Activities Therapist 2	12	Youth Leader 2	11
Groundskeeper 2	12	Youth Leader 3	13

**APPENDIX C**

Federation of Franklin County Children Services Grievance Form

Date:

Grievant's Name:

Work Area:

Supervisor's Name:

Classification

Articles, Sections, or  
Policies Violated:

Did this grievance arise  
from a continuing condition?

Yes     No

If NO, on what date(s) and  
time(s) did the incident(s) in  
the grievance occur?

Where did the incident(s)  
occur?

Brief statement of grievance:

Remedy requested:

Representative who will  
represent me in this matter:

(Employee's/Grievant's signature)

(Representative's signature)

**MANAGEMENT REPLIES**

STEP 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**I wish to appeal this grievance to Step 2:** \_\_\_\_\_

**Grievant/Steward's Initials      Date**

STEP 2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**I wish to appeal this grievance to Step 3:** \_\_\_\_\_

**Grievant/Steward's Initials      Date**

STEP 3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**REQUEST FOR ARBITRATION**

I hereby request that this grievance be forwarded to arbitration, pursuant to the Agreement.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

President,  
Federation of Franklin County Children Services Employees

## **APPENDIX D**

### **MEMORANDUMS OF UNDERSTANDING**

**The parties have agreed to the following Memoranda of Understanding on various issues. These are enclosed herein for reference only because the parties have agreed that these documents are not to be included in or otherwise be considered part of the foregoing collective bargaining agreement.**

**MEMORANDUM OF UNDERSTANDING  
FILLING OF VACANCIES**

This Memorandum of Understanding has been entered into by and between Franklin County Children Services and the Federation of Franklin County Children Services Employees.

This Memorandum of Understanding shall serve to preserve the intent of the Agency that vacant positions shall be filled within ninety (90) calendar days of the date of the closing of the posting whenever a qualified and acceptable applicant applies.

## **MEMORANDUM OF UNDERSTANDING**

The parties agree that hours of work will be a Joint Labor/Management IBB agenda item starting at the next scheduled labor Management meeting. Items to be discussed will include but not be limited to, working from home, workers hired for day time hour's non - voluntarily covering Different shifts, workers not hired to work weekends working on weekends, use of lunch times, work life balance and flexible schedules.

The parties additionally agree that if an employee in Provider services is required to cover a position that receives a shift differential they may resume their grievance at the arbitration level. No timeliness issues will be raised. Time lines for filing the appeal to arbitration paperwork including but not limited to the request for an arbitration panel will begin from the date the employee is required to cover that position that receives the differential.