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AGREEMENT

between

**MONTGOMERY COUNTY JOB AND FAMILY SERVICES
DIVISION OF CHILDREN SERVICES**

and

PROFESSIONALS GUILD OF OHIO

April 1, 2014 to March 31, 2017

Approved by the Montgomery County Board of County Commissions:

Dan Foley
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ARTICLE 1 RECOGNITION

Section 1.

The Montgomery County Board of County Commissioners (hereafter referred to as the "County" or "Employer" or "Management") recognizes and acknowledges the Professional Guild of Ohio (Hereinafter referred to as "Union") as the sole and exclusive collective bargaining representative of the professional and non-professional employees of the Montgomery County Department of Job and Family Services, Children Services Division, including probationary employees, and further described and included in the bargaining units as follows:

All employees included under State Employment Relations Board Case No. 84-RC-08-1710 and Case No. 85-RC-01-2817 as amended in Case No. 01-REP-10-0260, Case No. 06-REP-04-0058 and Case No. 09- REP-02-0025.

Section 2.

A. In the event the County creates new classifications, which are professional and non-professional in nature such classifications shall become part of the bargaining unit if not excluded under O.R.C. 4117.

Section 3.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary. In addition, the parties agree that they will exercise diligence in complying with Ohio Revised Code 4117.

ARTICLE 2 MANAGEMENT'S RIGHTS

Section 1.

Except to the extent modified by this agreement, it is understood and agreed to by the Union that the Employer retains all its rights and authority to manage, direct, and control the operation of the Employer to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management, including, but not limited to the following:

- Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- Direct, supervise, evaluate or hire employees;
- Maintain and improve the efficiency and effectiveness of governmental operations;
- Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or nonproductive;
- Determine the adequacy of the work force;
- Determine the overall mission of the employer as a unit of government;
- Effectively manage the work force;
- Take actions to carry out the mission of the public employer as a governmental unit;
- The Montgomery County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the Employer in those emergency situations;
- To maintain security of all Employer records and other pertinent information.

ARTICLE 3 UNION BUSINESS

Section 1.

The Employer agrees to furnish the Union President once during the month a list of personnel transactions which involve additions to or deletions from the bargaining unit. The Employer will include in the list newly appointed employees, and employees promoted, demoted, or transferred into or out of the bargaining unit. The list will show

names, classifications, work area and effective dates of the transactions.

Section 2.

The Employer agrees to provide bulletin board space of 2 feet by 3 feet size for the posting of Union information, to be located in a mutually agreed upon area in the mutually agreed upon locations.

Section 3.

The Union shall appoint not more than seven (7) stewards one of whom shall be designated Chief Steward. Elected Union officers and the Chief Steward will serve as alternate stewards whenever a steward is not available.

Management shall be provided an updated list of stewards and officers on a semi-annual basis in January and July and whenever new stewards and/or officers are appointed.

Section 4.

The Union shall have the right to use the intra-agency mail delivery for the distribution of Union material.

Section 5.

A steward will be permitted reasonable leave with pay to investigate and process grievances. A steward involved in representation of an employee at a grievance hearing will be permitted to leave his/her work and work area to represent that member or to be present at the grievance hearing. Such leave will be granted pursuant to Section 7 below. Management will notify the steward when a grievance hearing is to be held.

Section 6.

Union business other than that listed in Section 5 above shall not be conducted by Union stewards on the Employer's time, nor shall it, in fact, interfere with the work assignment of any employee.

Section 7.

It is understood that absence from assigned work as defined in Section 5 above does not authorize Union stewards to be absent from their jobs without prior notice to and authorization from the employee's immediate supervisor or appropriate manager. It is also understood that privileges granted to be absent from their job shall not exceed: (a) forty (40) hours annually for each steward; eighty (80) hours each annually for the Chief Steward and Union Secretary, and one hundred (100) hours annually for the

Union President, excluding time spent in the Fourth Step of the Grievance Procedure. Time limits in this section shall be extended on mutual agreement of both parties.

Time allocated per this section shall be recorded by each employee and provided to the employee's immediate supervisor on a monthly basis.

Section 8.

The Union President or designee may make a one-half hour presentation at new employee orientation programs.

Section 9.

Union representatives may consult with bargaining unit members on the Employer's premises before the start of and at the completion of the work day and they shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of ensuring that the provisions and aims of this agreement are properly followed. Union representatives shall make their presence known to management prior to contacting employees. Union representatives shall not interfere with any employee's work assignment.

Section 10.

The Union shall be permitted to hold meetings on agency property. Requests for such meetings shall be made in accordance with the on-line room reservation system and with reasonable advance notice to the JFS Human Resources Manager. In accordance with Section 6 of this Article such meetings shall be held on non-work time and in designated non-work areas.

Section 11.

Leave of absence without pay not to exceed three (3) workdays per year shall be granted to the Union President, the Chief Steward and the stewards for attendance at Union conventions, conferences or workshops. Such time off shall be requested in writing at least thirty (30) days in advance and is subject to the Employer's ability to plan alternate coverage. Twenty four (24) hours of that time per calendar year will consist of paid leave to be divided among stewards and officers for the purpose of attending training functions. In addition, each new steward or officer shall be provided four (4) hours of paid leave for initial training purposes in how to perform their duties as officer or steward.

Section 12.

The rights accorded to the Union by this agreement do not apply to any other employee organization or employee of the County that is not a member of the Union bargaining unit.

ARTICLE 4 UNION SECURITY

Section 1.

The employer will deduct normal and customary dues, initiation fees, and assessments from the monthly wages and salaries of all union members. Individual and written notification must be presented to the payroll office, and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction.

Section 2.

All deductions under this Article, along with an alphabetical list of names of all employees whose dues have been deducted, shall be transmitted to the Union within thirty (30) days following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 3.

The Union agrees to hold the Employer harmless from any and all claims, actions, demands, or suits, filed by employees arising from dues deductions or fair share fees authorized under this article.

Section 4.

The Union agrees that upon receipt of the dues collected by the Employer, that it has the sole and exclusive obligation and responsibility for distribution of the funds.

Section 5.

The Employer agrees that after sixty (60) days following the beginning of employment, the probationary employees in the bargaining unit who are not members of the Union pay a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the dues currently paid by members of the Union who are in the same bargaining unit. The Non-member employee shall have all rights described under Section 4117.09(c) of the Ohio Revised Code.

Section 6.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union as a condition of

employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board the Board shall declare the employee exempt from becoming a member or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee pursuant to Ohio Revised Code § 4117.09(C).

Section 7.

The Employer will deduct voluntary contributions to the Union's Committee on Political Education (COPE) from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the employer by the Union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date of deduction. Payment shall be made to the Treasurer, Professionals Guild of Ohio Committee on Political Education, P.O. Box 7139, Columbus, Ohio 43205. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of each deduction. This list and payment must be separate from the list and payment of employees that had Union dues or fair share fees deducted.

An employee shall have the right to revoke a COPE authorization by giving written notice to the Union at any time.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1.

A grievance is any dispute which the Union, or a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of this Agreement.

Section 2.

All grievances must be commenced within eight (8) actual working days after the occurrence of the act or acts included in the grievance.

Section 3.

All grievances are to be settled in accordance with the four (4) step grievance procedure set forth below, except as specifically provided otherwise in this Agreement. The grievant shall identify in writing that part of the Agreement about which he is aggrieved.

Section 4.

The grievant must first discuss a complaint with the grievant's immediate supervisor and may have his union steward present. It shall be discussed verbally and if settled, no further action shall be taken. Such discussion is not required if the complaint concerns a matter outside the employee's department and the immediate supervisor or manager has no authority either to remedy or to recommend a remedy for the complaint.

Section 5.

Steps in the Grievance Procedure

Step 1. The aggrieved employee or group of employees must present the grievance to his immediate supervisor in writing within eight (8) actual working days of the occurrence of the act or acts about which there is a complaint. The aggrieved employee has the right to have a steward and/or staff representative in attendance at the meeting if he so requests. The immediate supervisor shall reply to the grievant within five (5) actual working days after the grievance is presented to him in writing. If the employee does not agree with the response or does not receive a reply to his written grievance within five (5) working days, unless the time limits are mutually waived, his grievance may be taken to Step 2 of the grievance procedure. An appeal to Step 2 must be filed within five (5) working days after the employee receives his reply or should have received his reply.

Group grievances, in this Step, shall be presented in the first instance to the lowest ranking supervisor, manager or Department Head common to all employees in the group. If a group grievance is not satisfactorily settled in this Step, the procedures defined in Step 2 shall be used.

Step 2. An employee or group of employees whose grievance has not been answered under Step 1 of this procedure or has been answered, but not settled under Step 1 of this procedure may refer the grievance to the Job and Family Services Human Resources Manager or designee within five (5) days following receipt of the answer from the first step or five (5) days from the date the answer should have been received and no answer was filed. The distribution by the employee of the copies of the written grievance shall be as follows: one (1) copy to the Job and Family Services Human Resources Manager, one (1) copy to the department head or manager, one (1) copy to the employee representative, and a fourth copy shall be retained by the employee. The Job and Family Services Human Resources Manager or his/her designee will hold a hearing on the grievance and provide a written reply within five (5) actual working days to the aggrieved employee. If the employee does not receive a satisfactory reply to his written grievance within five (5) working days, or if the employee received no reply to his written grievance at the end of the five (5) working days, his grievance may be taken to Step 3 of the grievance procedure within five (5) working days after the date the reply was or should have been received.

Step 3. If a grievance is not settled at Step 2, the grievance shall be forwarded to the Human Resources Director, or his nominee, for the resolution of the grievance. The Union shall forward the grievance and copies of the reply thereto, if any. The Human Resources Director or his nominee, shall hold a meeting with regard to the grievance within five (5) working days following receipt of the grievance. Both the grievant and the Management representatives shall have the right to have available such witnesses as are necessary for the explanation and investigation of the grievance. The Human Resources Director, or his nominee, shall reply to the grievant in writing within ten (10) actual working days from the termination of the meeting.

Step 4.

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) working days after receipt of the Human Resources Director's answer in Step 3 or within ten (10) working days after the Human Resources Director's answer in Step 3 should have been received. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral, using the following procedure:

1. The parties will contact the Dayton area FMCS Commissioner and request assistance in the selection of an arbitrator. If FMCS agrees to the request, each party will submit a list of seven (7) arbitrators, in order of acceptability from highest to lowest to the FMCS Commissioner. The FMCS Commissioner will maintain the confidentiality of information provided by each party and shall not reveal the names submitted except as specified herein. The FMCS Commissioner will compare both lists and notify the parties of the name of the mutually acceptable arbitrator with the highest level of acceptability on each list. This arbitrator will be contacted by the parties and asked to serve.
2. In the event no arbitrator's name appears on the list of both parties' submission, the FMCS Commissioner shall so advise and invite the parties to submit a supplemental list. If both parties agree, they shall each provide a list of five (5) arbitrators in the same manner as provided in subsection 1, above.

The above process for arbitrator selection shall be used on a trial basis through December 31, 2015. Either party may notify the other prior to that date that this process is no longer acceptable, after which time, selection of arbitrators shall proceed by referral to the American Arbitration Association.

3. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the Union shall immediately request the

American Arbitration Association to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel.

4. Except as otherwise specified by this Agreement the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Montgomery County, Ohio unless the parties mutually agree otherwise.
- B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of this agreement he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties in writing agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The arbitrator shall not modify the termination of an employee if the cause of termination is a felony conviction.
- C. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union in the event of a split decision but otherwise will be paid by the party whose position is not sustained by the arbitrator, provided however that each party shall be responsible for compensating its own representatives and non-employee witnesses.
- D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

Section 6.

The grievant shall have the right to process his/her grievance himself or to be accompanied by a representative of the Union during hearings or meetings relative to his/her written grievance. At each step of the grievance procedure there shall be a meeting/hearing before the management representative, unless otherwise agreed by the parties. Any meeting(s) will be scheduled at a mutually agreed time between the Employer, Union and Grievant. The Union shall be notified by the Employer and shall be permitted to send an observer to all hearings and meetings. The resolution of the grievance may not be inconsistent with the terms of the collective bargaining agreement.

Section 7.

The parties may by mutual agreement waive any steps or any of the time limits of this Article. Unless otherwise indicated all references to days in this Article mean working days. However, unless time limits are waived, any grievance not reported or filed within the time limits set forth above is deemed invalid. Unless time limits are waived, if any grievance is not timely presented at the next step, the last answer given by management is deemed to have settled the grievance.

Section 8.

Union grievances and grievances of suspensions or demotions shall start at the second step of the grievance procedure. Termination grievances shall start at the third step of the grievance procedure.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

Section 1.

The Labor Management Committee (LMC) shall consist of not more than ten (10) persons, including up to five (5) persons from Management and up to five (5) persons from the Union. This committee shall meet monthly during working hours to discuss matters of mutual concern. Either party may cancel a monthly meeting with 48 hour's notice to the other party.

ARTICLE 7 SENIORITY

Section 1.

For the purposes of this agreement, bargaining unit employees' seniority shall be defined as the uninterrupted length of continuous service with the County. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to service following the expiration of the leave. However, time spent on unpaid leave of absence beyond thirty (30) days shall not be counted in determining accumulated seniority.

Section 2.

For purposes of this agreement, if an employee is laid off such layoff shall not constitute a break in service if the employee is placed on the payroll within two (2) years of the layoff. Time spent on layoff shall not be counted in determining accumulated seniority.

Section 3.

New employees hired into time limited positions posted as "grant-funded positions" shall not be covered by the usual job abolishment, layoff, and bumping procedures. Persons hired into such positions are subject to termination when funding from the grant expires. The agency shall not be obligated to consider the grant-funded employee's application for regular employment until 60 days prior to the termination of the grant. In the event of rehire, prior service in the grant-funded position shall count toward seniority only if the break in service does not exceed 31 calendar days. A former grant-funded employee shall serve an initial probationary period in the regular position regardless of classification.

The above provisions shall not apply to regular bargaining unit employees who apply for and are placed into positions posted as "grant-funded positions." Such employees are covered by the layoff/displacement/recall procedures contained in Article 17 of this Agreement.

Section 4.

Upon request by the Union, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each bargaining unit member. A copy of the seniority list shall be furnished to the Union when the list is posted. The Employer should not be required to post the list at more than 90 day intervals.

ARTICLE 8 POSTINGS AND PROMOTIONS

Section 1.

A notice of all vacancies in the bargaining unit shall be posted electronically (including emails to employees) in all facilities for a minimum of five (5) working days. Copies of the postings will be sent to the President of the Union. The notice will show the job classification, rate of pay, and the geographic location. Those employees who wish to be considered for the posted job must file an application as directed by the Employer in the posting by the end of the posted period.

Section 2.

All timely filed applications will be reviewed by the Human Resources Department. Selection for bargaining unit positions will be made on the basis of seniority, education, skill, experience, and the ability to perform the work in question. If the seniority, education, skill, experience, and ability to perform the work of two or more applicants are substantially equal, seniority shall govern.

Section 3.

A. Promotions

(1) An employee in the Child Welfare Caseworker or Social Program Specialist classification who applies for and receives a promotion under the provision of Section 2 above shall serve a probationary period in the new classification and shall remain in the new position for twelve (12) months before becoming eligible to apply for another position. An employee in the Child Welfare Caseworker or Social Program Specialist classification who has been demoted or returned to their prior position shall remain in that position for twelve (12) months before becoming eligible to apply for another position.

(2) All other employees who apply for and receive a promotion under the provision of Section 2 above shall serve a probationary period in the new classification and shall remain in the new position for six (6) months before becoming eligible to apply for another position. Employees who have been demoted or returned to their prior position shall remain in that position for six (6) months before becoming eligible to apply for another position.

During the promotional probationary period the employee shall be given the necessary time and training to become accustomed to the job and learn to perform the duties of the position. If an employee must be returned to his/her former classification before the end of the promotional probationary period, he/she shall be provided with written notice of the reasons for such demotion. The employee may request a meeting with the department manager and an HR representative to discuss such reasons. The Union shall be notified of and permitted to send a representative to such meetings.

B. Transfers

(1) An employee in the Child Welfare Caseworker or Social Program Specialist classification who applies for and receives a transfer to a position in the same classification shall remain in the new position for twelve (12) months before becoming eligible to apply for another transfer in the same classification. Such professional employee shall be subject to a special probationary period of 180 calendar days. This special probationary period represents a total accumulation of service time and may be adjusted upward to reflect any unpaid leave of absence or breaks in service. Upon completion of the first 90 days in this new position, the Employer will provide a standard, written evaluation to the employee. If the employee in special probationary status is not satisfactorily meeting the requirements of the new position, the employee, the Union, and the Employer shall meet to discuss the matter. Following the discussion, the Employer may transfer the employee to another position in the same classification, at the same salary and, if possible, a position similar in duties to the employee's previous position. Involuntary transfers are not subject to a special probationary period.

(2) A professional employee (other than in the Child Welfare Caseworker or Social Program Specialist classification) who applies for and receives a transfer to a position in the same classification shall remain in the new position for six (6) months before becoming eligible to apply for another transfer in the same classification. Such professional employee shall be subject to a special probationary period of 180 calendar days. This special probationary period represents a total accumulation of service time and may be adjusted upward to reflect any unpaid leave of absence or breaks in service. Upon completion of the first 90 days in this new position, the Employer will provide a standard, written evaluation to the employee. If the employee in special probationary status is not satisfactorily meeting the requirements of the new position, the employee, the Union, and the Employer shall meet to discuss the matter. Following the discussion, the Employer may transfer the employee to another position in the same classification, at the same salary and, if possible, a position similar in duties to the employee's previous position. Involuntary transfers are not subject to a special probationary period.

(3) A non-professional employee who applies for and receives a transfer to a position in the same classification will not be required to serve a probationary period and shall remain in the new position for six (6) months before becoming eligible to apply for another transfer in the same classification.

Section 4.

Promotions "in-place" into Child Welfare Caseworker II and III classifications shall be managed separately from the vacancy posting process and shall be dependent upon the following:

- A. The satisfaction of minimum qualifications for the next higher classification.
- B. Satisfactory overall work record as reflected in the average score of the two most recent performance evaluations and other documentation in the personnel record.
 - 1. A satisfactory evaluation means that the employee has an overall rating of 2.4 or above and a rating of "2" or above on all priority ratings (dimension "A") in each section in the current evaluation. In the evaluation in the previous year, the employee will have achieved at least an overall rating of 2.0 or above.
 - 2. Presence of an active disciplinary action in the personnel file on the anniversary date will disqualify an employee from promotion.
- C. Employee is not in probationary status due to a promotion.

It is the employee's responsibility to request a review for promotional eligibility. If the employee meets the criteria in A and B, the supervisor shall make a recommendation which shall be considered by and subject to the approval of the Assistant Director or his/her designee. Such approval shall not be withheld for capricious or unjust reasons. Promotional increases approved in accordance with this section shall be effective at the beginning of the pay period following the date of eligibility or following the date of the employee's request, whichever is later.

ARTICLE 9 NON-DISCRIMINATION

Section 1.

It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, religion, and Veteran status.

Section 2.

Management shall not interfere with the rights of employees to become members of the Union. Management shall not discriminate against employees because of Union activity.

Section 3.

Management and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, Management and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, religion, genetic information or Veteran status, nor to knowingly permit any occurrence of sexual harassment.

Section 4.

While each employee's life style is that individual's choice, it is recognized by the Employer and union that the personal life of employees should reflect a standard expected of public employees who are responsible for making judgments concerning the lives of families and children.

ARTICLE 10 SAFETY AND HEALTH

Section 1.

In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety and health of employees covered by this agreement. All such employees shall comply with all safety and health rules and regulations established by the Employer.

Section 2.

If an employee has justifiable reason to believe that his health and safety are in danger due to an alleged unsafe working condition, he/she shall inform his/her supervisor who shall have the responsibility to determine what action, if any, should be taken.

ARTICLE 11 DISCIPLINE

Section 1.

It is agreed that the Employer has the right to discipline or discharge employees for just cause. It is further agreed that disciplinary action will be initiated within a reasonable time following knowledge by the department head of the events upon which the disciplinary action is based.

Section 2.

The Employer shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require more severe discipline, up to and including immediate discharge or other appropriate remedy.

Section 3.

Written reprimands issued after the effective date of this agreement will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until the expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.

Section 4.

Whenever it is necessary to discipline any employee, Management agrees to do so

in a manner that will not embarrass the employee before other employees or the public.

Section 5.

Any time a supervisor or representative of Management conducts a disciplinary meeting with a bargaining unit member, they shall notify the employee and the Union in writing of his right to have a Union representative present. The Union has the right to be present at all disciplinary meetings of bargaining unit members, provided that such union representation must be available subsequent to twenty-four (24) hours after the employee receives the notice of the disciplinary meeting, or at the date and time specified in the notice if the meeting is scheduled to occur after a twenty-four (24) hour period has passed. All notifications of disciplinary meetings shall use the following form to provide notice of the meeting and the reasons for the possible discipline:

=====

DATE:
TO:
FROM:
SUBJECT:

A meeting is scheduled on _____ at _____ to discuss
(Alleged occurrence and reference to policy alleged to have been violated)

YOUR ATTENDANCE AT THIS MEETING IS REQUIRED.

Since it is possible that a disciplinary action may occur during or result from this meeting, you have a right to have a union representative present. According to the Union Contract, you are permitted twenty-four (24) hours to secure representation for the meeting. You should, therefore, contact your representative immediately.

Receipt: Employee Name _____
Date/Time Received _____

c: Union, Manager, Human Resources Office

=====

Section 6.

If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, Management shall verbally notify the Union steward

or chief steward of the time the employee will receive the disciplinary notice. It shall not be necessary for the steward or chief steward to be present when the notice of discipline is delivered to the employee.

Section 7.

An employee shall be given a copy of any written warning or other written disciplinary action entered into his personnel record.

Section 8.

When the Employer plans to meet with an employee in order to refer the employee to the Employee Assistance Program, the President of the Union shall be notified and shall be permitted to send a representative to the meeting. If an employee requests that the Union not participate in his/her meeting regarding such referral, appropriate consideration shall be given by the Union to such request, but the Union shall retain the option to attend or not attend.

Section 9.

Personal performance memoranda, Performance Improvement Plans (PIP's), Letters of Instruction or any similar communication tools are intended to be counseling tools for employees and are not intended to be disciplinary actions. Counseling tools/memoranda will remain active for twelve (12) months subsequent to the date of the counseling. Counseling meetings will be conducted in private. If a counseling tool/memorandum is issued by the Supervisor, the employee may attach a response.

ARTICLE 12 PROBATIONARY PERIOD - PROFESSIONALS

Section 1.

Newly appointed employees shall serve an initial probationary period. The probationary period shall be one hundred and eighty (180) calendar days from original appointment date for classifications in the professionals bargaining unit. Time spent on leave without pay shall not count toward completion of the probationary period.

Section 2.

No appointment to employment is final until the employee has satisfactorily completed the probationary period, and the continuation of employment beyond the probationary period shall be the prerogative of the agency. Termination during the initial employment probationary period is not appealable to any third party or review process.

Section 3.

Employees who are promoted to classifications in the professionals bargaining unit shall serve a promotional probationary period of one hundred and eighty (180) calendar days. If the promoted employee is found to be unsatisfactory in the advanced classification, a written evaluation outlining the deficiencies in performance shall be provided to the employee, the employee shall be demoted to the former classification and the employee's salary shall be reduced to the level received prior to the promotion except for any adjustment in the pay range which may have occurred. Demotion during second half of promotional probationary period is not appealable to any third party or review process.

ARTICLE 13 PROBATIONARY PERIOD – NON-PROFESSIONALS

Section 1.

Newly appointed employees shall serve an initial probationary period. The probationary period shall be one hundred and twenty (120) calendar days from the original appointment date for classifications in the non-professionals bargaining unit. Time spent on leave without pay shall not count toward completion of the probationary period.

Section 2.

No appointment to employment is final until the employee has satisfactorily completed the probationary period, and the continuation of employment beyond the probationary period shall be the prerogative of the agency. Termination during the initial employment probationary period is not appealable to any third party or review process.

Section 3.

Employees who are promoted to classifications in the non-professionals bargaining unit shall serve a promotional probationary period of one hundred and twenty (120) calendar days. If the promoted employee is found to be unsatisfactory in the advanced classification, a written evaluation outlining the deficiencies in performance shall be provided to the employee, the employee shall be demoted to the former classification and the employee's salary shall be reduced to the level received prior to the promotion except for any adjustments in the pay range which may have occurred. Demotion during second half of promotional probationary period is not appealable to any third party or review process.

Section 4.

Upon agreement of the affected employee, the union and the employer, an employee's probationary period may be extended for not more than ninety (90) days.

ARTICLE 14 PERSONNEL RECORDS

An employee shall receive one copy without charge of all materials to be placed in the personnel file and shall have access to his personnel file, upon reasonable notice to the custodian thereof. Such access to personnel files shall be within two (2) working days of said request. The employee may be accompanied by his personal representative in such inspection. It is understood between parties to this Agreement that this access and provision for copies does not include employer inquiries and references. An employee may compile and date a list of the documents he finds in his personnel file and insert a copy of that list in his file. Management has the right to have a representative present while the employee inspects his records. In the event an employee requests duplicate copies of documents in the personnel file, Management reserves the right to assess a \$.10 (ten cents) per page charge for such duplication when an employee makes more than two (2) requests in a calendar year, or when any request requires copying more than five (5) pages of material.

ARTICLE 15 EMPLOYEE EVALUATIONS

Section 1.

Each employee of the Employer will be evaluated by the immediate supervisor no less often than annually to assess his current job assignments, identify performance areas requiring improvement, to establish performance objectives for the next evaluation period, and to develop a plan for improvement of performance. Such evaluations shall be based on a clear job description which has been provided in writing to the employee. Evaluations not completed within thirty (30) days following the employee's anniversary date may not be used to deny the anniversary merit increase. In the event of the immediate supervisor's absence, a higher level of management may complete and/or sign off on the evaluation.

Section 2.

Upon completion of the employee's evaluation conference with his/her supervisor, he/she will be provided with a copy of the evaluation to be reviewed by him/her. After reviewing, should the employee desire to submit a written reply, he/she must do so within five (5) working days in order for the reply to become part of the employee's permanent personnel record. However, the evaluation shall not necessarily be held for processing through the Employer's channels longer than three (3) days while a reply is being prepared by the employee.

Section 3.

Upon being reviewed by all the appropriate levels of the Employer, the Human

Resources Department will send a copy of any attachments to the employee for his/her records. Should there be any written statements at levels of supervision higher than the immediate supervisor that become part of the evaluation, the employee will be provided the opportunity to respond within five (5) working days and such a response will also be part of the evaluation.

ARTICLE 16 CLASSIFICATION AND POSITION AUDIT SYSTEM

Section 1.

The classification of positions by the Employer, the duties assigned to those positions, and the methodology used for classification is vested with the Employer.

Section 2.

When a new classification is established or an existing one substantially changed, the Employer will submit the description in writing to the Union. Within forty-five (45) days the parties will meet to negotiate a rate of pay for the job. If no agreement can be reached by the parties, they will submit it to the third step of the grievance procedure. Among the factors to be considered in resolving the dispute are the skill, knowledge and abilities required in the job and the problem solving, know-how, accountability and working conditions in the job all in relationship to other job in the classification system.

Section 3.

The Union may request a position audit to be performed by the Employer on behalf of any individual or group of individuals except for employees classified as Child Welfare Caseworkers I, II, or III. The Employer shall complete the requested audit within ninety (90) days. The Union may grieve the results of the audit provided they have first exhausted the Employer's internal classification appeal process.

Section 4.

If someone other than a Union steward, officer or representative makes a request to the Employer for a position audit of a bargaining unit position, the Union must be notified immediately and be allowed to participate in the position audit.

ARTICLE 17 LAY-OFF AND RECALL

Preamble This Article shall be the sole and exclusive authority utilized by the parties in determining lay-off and recall of bargaining unit positions covered by this agreement. When the Employer determines that lay-off of bargaining unit positions is necessary, it shall lay-off and recall as set forth herein.

Section 1. Lay-Off/Abolishment

The Employer, shall determine whether lay-offs are necessary and within which classifications lay-offs will occur. Although not limited to the following, lay-offs shall ordinarily be for lack of work and/or lack of funds. If the Employer determines that positions are to be abolished, employees losing their jobs because of such abolishments shall be given the same rights as laid-off employees. The Employer may not lay-off employees for disciplinary reasons or for arbitrary and capricious reasons.

Employees will be laid-off from the affected classification in accordance to the overall seniority and their ability to perform the remaining work available. Affected employees will be given fifteen (15) calendar days notice of a lay-off.

Section 2. Displacement Rights

An employee whose position is abolished, who is subject to lay-off, or who is displaced as a result of lay-off/abolishment shall have the right to fill an available vacancy in the same classification or lower classification within the classification series within the bargaining unit. If there are no current vacant positions in the classification, an employee may displace a less senior employee in the same classification. If there are no less senior employees in the same classification or classification series, the employee may displace a less senior employee in a classification previously held by the employee. In the classification selected for lay-off, employees shall be laid-off and have displacement rights in the following order: Part-Time Permanent (excluding After-Hours employees), Full-Time.

Section 3. Recall

Employees who are laid-off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid-off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the HR Department of his/her intention to return within three (3) days after receiving notice of recall. The Employer

shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the HR Department with his/her latest mailing address.

Section 4. COBRA

Employees who are laid-off may purchase the County's health care benefits covered in Article 27 for eighteen (18) months after date of lay-off. Arrangements for payment shall be made between the employee and the HR Department prior to the effective date of lay-off.

Section 5. Unpaid Furloughs

The Employer may identify the need for an unpaid furlough. Upon identifying the need, the Employer shall post the furlough opportunity(ies) on the H.R. bulletin board for seven (7) calendar days. Employees may bid on the unpaid furlough. The furlough will be awarded to the most senior employee who bids in the affected unit. The furlough shall not be less than the number of days required to receive unemployment compensation and shall not exceed sixty (60) calendar days in a calendar year. Seniority shall continue to accrue for an employee during the time spent on furlough. Vacation, long term sick leave, and PPL balances shall be frozen for a furloughed employee during the time spent on furlough. A furloughed employee's insurance premiums shall be paid by the Employer at 100%. The Employer shall send a copy(ies) of the posting and the name(s) of the candidate(s) awarded the furlough to the Union president within five days of the posting period closing.

ARTICLE 18 REST PERIODS

Section 1.

All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Employees may leave their work station to take their rest period in designated areas provided that they can return to their work station within the fifteen (15) minutes period. Employees who are scheduled to work a shift that lasts longer than eight (8) hours may take up to three (3) nonconsecutive ten (10) minute rest periods during their shift instead of two (2) fifteen (15) minute rest periods. Rest periods may be scheduled by Management.

Section 2.

A break room shall be provided for employees at each agency facility.

**ARTICLE 19
PRINTING OF THE CONTRACT**

The Employer and Union agree that one version of this Contract will be printed by a mutually acceptable facility. The Employer and Union will meet to review the proof together prior to the final printing. The cost of printing shall be split evenly between the Employer and the Union.

**ARTICLE 20
BLOOD DONORS**

Section 1.

The Employer shall provide adequate time off with pay for employees for the purposes of donating blood in a recognized blood donor program authorized by Montgomery County, where such blood donor program is conducted at an employer facility.

**ARTICLE 21
HOLIDAYS AND HOLIDAY PAY**

Section 1.

Each employee is entitled to eight (8) hours of holiday pay for New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday following, and Christmas Day of each year. Holidays except for the day after Thanksgiving shall occur on the days specified in Section 001.14 of the Revised Code. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 2.

All full-time and part-time employees shall be entitled to holiday pay if they work or are on paid leave the last scheduled work day prior to the holiday as well as the first scheduled work day following the holiday. Paid leave shall be defined as approved sick leave, vacation, personal leave, or compensatory time, for the purposes of this Article.

Section 3.

Holidays with pay shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement. In the event an

employee is scheduled and actually works on a holiday, such time worked shall not be considered time in active pay status for the purposes of overtime calculation.

ARTICLE 22
VACATION

Section 1.

All regular full-time employees who were employed at the Montgomery County Children Services Division and in the PGO Bargaining Unit before April 1, 2007, shall be granted the following vacation leave with full pay each year based upon their length of service with the County, State, and other political subdivisions of the State. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty hours or more per week shall earn vacation leave on a pro-rated basis according to the number of hours actually worked. Vacation accrual rates shall be as follows:

Service Year *	Total Hours Vacation Leave Per Year	Hours of Vacation Accrued Per Pay Period
1	83	3.2
2	98	3.8
3	106	4.1
4	111	4.3
5	117	4.5
6	122	4.7
7	127	4.9
8	132	5.1
9	137	5.3
10	143	5.5
11	148	5.7
12	153	5.9
13	158	6.1
14	163	6.3
15	169	6.5
16	174	6.7
17	179	6.9
18	184	7.1
19	189	7.3
20	195	7.5
21	200	7.7
22	200	7.7
23	200	7.7
24	200	7.7
25	200	7.7

* **Service Year Defined:** If you are in your first year of service but have not reached your first anniversary, you are in service year 1. If you have completed four years of service but have not reached your 5th anniversary, you are in service year 5, and so on.

Section 2.

All regular full-time employees that were not employed at the Montgomery County Children Services Division and were not in the PGO Bargaining Unit as of April 1, 2007, shall be granted the following vacation leave with full pay each year based upon their length of service with the County, State, and other political subdivisions of the State. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty hours or more per week shall earn vacation leave on a pro-rated basis according to the number of hours actually worked. Vacation accrual rates shall be as follows:

Years of Service	Accrual Rate Per Pay Period	Vacation
1 thru 5	3.1	ten (10) days
6 thru 11	4.6	fifteen (15) days
12 thru 17	6.2	twenty (20) days
18 and beyond	7.7	Twenty-five (25) days

The employee begins to earn a higher rate of vacation accrual at the beginning of the pay period which includes the date of completion of the appropriate number of years of service.

Section 3.

On May 1 of each year employees will be allowed to have accrued no more than two times the annual vacation leave they are then earning. As of May 1 each year, any vacation leave in excess of two times the employee's annual accrual rate will be automatically deducted from the employee's account. Upon separation from employment an employee is entitled to compensation at his current rate of pay for any earned but unused vacation leave to his credit at the time of separation.

Section 4.

In the case of a death of an Agency employee, the unused vacation leave and unpaid compensatory time to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

Section 5.

Employees shall be allowed time off for vacation at such time as Management determines. Management will respond to vacation requests in a timely manner.

Approval shall not be withheld capriciously or unreasonably. Management and the Union will discuss the scheduling of vacation time in each department on an annual basis.

Section 6.

Employees may take vacation in increments of one-half (1/2) hour. All vacations shall be taken with the prior approval of Management.

Section 7.

When a holiday is observed by the Agency on a day during the Monday through Friday work week, during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation at the request of the employee and the concurrence of Management.

ARTICLE 23
PAID PERSONAL LEAVE & LONG TERM SICK LEAVE
(Effective through 12/31/14)

In order to encourage self-management of paid leave, the parties agree to a program of Paid Personal Leave and Long Term Sick Leave.

Section 1. Earnings of Paid Personal Leave (PPL) and Long Term Sick Leave (LTSL)

Employees of the Agency will be credited with Paid Personal Leave earnings and Long Term Sick Leave earnings in the following manner:

A. Paid Personal Leave (PPL) earnings:

For each employee in active full time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account at the beginning of the pay period that includes January 1 of each year, and shall not be accumulated in the long term sick leave account. Part time hourly employees shall be credited with PPL on a prorated basis according to actual hours worked in the preceding year or partial year. Part time salaried employees shall be credited with PPL on a prorated percentage basis. Employees returning from a no pay status or hired after January 1 will receive prorated PPL credit based prospectively on the percentage of the year in active employment with the Agency; however, newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of one half (1/2) hour.

B. Long Term Sick Leave (LTSL) earnings:

Full time employees of the agency are entitled to accrue 2.77 hours of paid LTSL for each completed biweekly pay period of service to the agency to be credited to a cumulative LTSL account. Part time employees are entitled to accrue LTSL on a prorated basis according to actual hours worked. Unused LTSL shall be cumulative without limit. Employees may use LTSL in minimum increments of one half (1/2) hour.

Section 2. Usage

A. Paid Personal Leave (PPL) usage:

PPL is "no fault" leave and may be used for any purpose. When the use of unplanned PPL is necessary, the employee or some member of his immediate family shall notify his immediate supervisor or department office by telephone not later than one-half hour after the normal starting time. Unless notification is given no paid leave will be approved except in unusual cases and then only after approval of the immediate supervisor. However, in situations of planned use of PPL, employees are encouraged to submit a notice of leave to their supervisors as soon as possible.

B. Long Term Sick Leave (LTSL) usage:

Employees may use LTSL from their LTSL account, upon approval by Management, which shall be based upon the following circumstances:

1. Absence on the 3rd day, and thereafter, due to personal illness, injury, or exposure to contagious disease which could be communicated to other employees. (Employees may use PPL for illnesses of one (1) or two (2) days duration so long as a balance remains in their PPL account.)
2. Absence on the 3rd day, and thereafter, due to an illness or injury of an immediate family member, as defined in this section below. (Employees may use PPL for an immediate family member's illness of one (1) or two (2) days duration so long as a balance remains in their PPL account.)
3. Absence of ten (10) continuous working days or lasting fourteen (14) calendar days (whichever occurs first) due to personal illness, injury, or exposure to contagious disease which could be communicated to other employees;
4. Absence of ten (10) continuous working days or lasting fourteen

- (14) calendar days (whichever occurs first) due to an illness or injury of an immediate family member.
5. Absence of any length due to outpatient surgery or hospitalization of the employee.
 6. Absence of any length due to outpatient surgery or hospitalization of an immediate family member.
 7. Absence of five (5) working days or less due to the death of an immediate family member.
 8. Intermittent absence of any length due to an employee's single illness or injury that is also a chronic or long-term serious health condition
 9. Intermittent absence of any length due to an immediate family member's single illness or injury that is also a chronic or long-term serious health condition.
 10. Absence of any length due to an employee's industrial accident that results in an approved claim by the Ohio Bureau of Worker's Compensation.
 11. Absence of any length due to employee's pregnancy and/or birth of a child.
 12. Absence not to exceed five (5) working days for the care of a spouse in the immediate post-natal period.

For purposes of LTSL usage, "immediate family" is defined as grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, grandchild, guardian, or any other person who stands in place of parents.

For purposes of LTSL usage, "hospitalization" is defined as admission into a hospital, hospice, or residential medical care facility.

When the use of LTSL becomes necessary, the employee or some member of his immediate family shall notify his immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time. Unless notification is given no sick leave will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees are required to comply with the LTSL rules and regulations instituted by Management so long as such rules do not conflict with any provision of this

Article. If management makes changes to existing sick leave rules, written notification shall be given to employees and the union at least 14 calendar days prior to implementation of such new rules. It is understood between the parties that employees failing to comply with such rules and regulations shall not be paid for such leave. Application for sick leave with intent to defraud, falsification of a sick leave request and/or falsification of a doctor's certificate may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a doctor's statement from an employee where there is indication of abuse of LTSL, or for LTSL usage of more than 5 days, or if an employee is requesting to use LTSL for any of the reasons stated in no's. 3, 4, 5, 6, 8, or 9 above. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the Agency.

Section 3. Conversion/Transfer of Paid Personal Leave and Long Term Sick Leave

A. Conversion or transfer of Paid Personal Leave (PPL) at year's end:

Any balance of PPL credit that was earned in a year and remains in the account at the end of the year may either be (a) transferred at 100% value to the employee's Long term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. Employees may cash out a maximum of five days (40 hours) of PPL credit each year and the cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than December 31 of the year in which it was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

All PPL credit balances that are cashed out or transferred are excluded from further conversion. No PPL balance shall be carried forward to a new leave year.

Employees eligible to convert PPL credit at year's end must indicate their desire to convert their PPL credit balance, using a PPL credit conversion form provided for this purpose. If the PPL credit conversion form is not received in the Agency's Human Resources office by the specified date, any PPL credit balance remaining at the end of the year will be transferred automatically to the employee's LTSL account.

Any employee who separates from service during the year (except in instances of death or retirement with ten (10) years County service) shall not be eligible for cash conversion of his or her unused PPL credit balance. In such case, unused PPL hours will be transferred to the employee's LTSL account.

B. Long Term Sick Leave (LTSL) Conversion

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the Agency shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance. The maximum amount of sick leave hours which is convertible to cash is 3,000 hours (maximum cash conversion is not to exceed 1,500 hours.)

An employee may convert his or her LTSL credit balance to cash under the provisions of this Article only once.

Section 4.

An Employee Assistance Program will be made available to all employees.

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ARTICLE 23
PAID PERSONAL LEAVE & LONG TERM SICK LEAVE
(Effective 1/1/15)

In order to encourage self-management of paid leave, the parties agree to a program of Paid Personal Leave and Long Term Sick Leave.

Section 1. Earnings of Paid Personal Leave (PPL) and Long Term Sick Leave (LTSL)

Employees of the Agency will be credited with Paid Personal Leave earnings and Long Term Sick Leave earnings in the following manner:

A. Paid Personal Leave (PPL) earnings:

For each employee in active full time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account on January 1 of 2016 and each year thereafter, and shall not be accumulated in the long term sick leave account. Part time hourly employees shall be credited with PPL on a

prorated basis according to actual hours worked in the preceding year or partial year. Part time salaried employees shall be credited with PPL on a prorated percentage basis. Employees returning from a no pay status or hired after January 1 will receive prorated PPL credit based prospectively on the percentage of the year in active employment with the Agency; however, newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of one half (1/2) hour.

B. Long Term Sick Leave (LTSL) earnings:

Full time employees of the agency are entitled to accrue 2.77 hours of paid LTSL for each completed biweekly pay period of service to the agency to be credited to a cumulative LTSL account. Part time employees are entitled to accrue LTSL on a prorated basis according to actual hours worked. Unused LTSL shall be cumulative without limit. Employees may use LTSL in minimum increments of one half (1/2) hour.

Section 2. Usage

A. Paid Personal Leave (PPL) usage:

The annual PPL credit is available for use on the first workday of the year following the observed New Year's Day holiday. PPL is "no fault" leave and may be used for any purpose. When the use of unplanned PPL is necessary, the employee or some member of his immediate family shall notify his immediate supervisor or department office by telephone not later than one-half hour after the normal starting time. Unless notification is given no paid leave will be approved except in unusual cases and then only after approval of the immediate supervisor. However, in situations of planned use of PPL, employees are encouraged to submit a notice of leave to their supervisors as soon as possible.

B. Long Term Sick Leave (LTSL) usage:

Employees may use LTSL from their LTSL account, upon approval by Management, which shall be based upon the following circumstances:

1. on the second day and thereafter due to a non-FMLA personal illness/injury, an unplanned intermittent FMLA qualifying health event and/or exposure to contagious disease which could be communicated to other employees;
2. on the second day and thereafter due to an immediate family member's non-FMLA personal illness/injury, or an unplanned intermittent FMLA qualifying health event. "Immediate" family member is defined as

- spouse, child, stepchild, child-in-law, foster child, grandchild, parents, step-parents, parents-in-law, grandparents, step-grandparents, grandparents-in-law, siblings, step-siblings, siblings-in-law, guardian, any other person who stands in place of parents, or any person for whom the employee serves as legal guardian or legal custodian. A physician's certification stating that the employee's presence is necessary to provide care for the ill or injured person is required;
3. on the first day and thereafter for pre-scheduled appointments, treatments and/or procedures related to pre-approved FMLA qualifying health condition (e.g. physical therapy, chemotherapy);
 4. on the first day and thereafter for hospitalization of the employee, or an immediate family member. "Hospitalization" (inpatient/outpatient) is defined as admission into a surgery center, hospital, hospice or residential medical care facility.
 5. up to five days for a father upon the birth of a child; and
 6. up to five days due to the death of an immediate family member.

For purposes of LTSL usage, "immediate family" is defined as grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, grandchild, guardian, or any other person who stands in place of parents.

For purposes of LTSL usage, "hospitalization" is defined as admission into a hospital, hospice, or residential medical care facility.

When the use of LTSL becomes necessary, the employee or some member of his immediate family shall notify his immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time. Unless notification is given no sick leave will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees are required to comply with the LTSL rules and regulations instituted by Management so long as such rules do not conflict with any provision of this Article. If management makes changes to existing sick leave rules, written notification shall be given to employees and the union at least 14 calendar days prior to implementation of such new rules. It is understood between the parties that employees failing to comply with such rules and regulations shall not be paid for such leave. Application for sick leave with intent to defraud, falsification of a sick leave request and/or falsification of a doctor's certificate may result in dismissal as well as refund of any salary or wages paid therefore.

C. Statement From Health Care Provider

1. If an employee is absent for three (3) or more consecutive calendar days (or other time designated by contract) a physician's statement specifying the employee's inability to report to work and probable date of recovery is necessary.
2. An employee returning from an extended leave due to medical reasons, paid or unpaid, must provide a doctor's release establishing the employee's medical capability to return to work. This release must be provided two (2) weeks prior to the intended date of return so that a return to work exam may be scheduled. Employees may be prohibited from returning to work until the return to work exam at Employer's cost is performed and the report is provided to the employer. Any additional leave time required by the employee in order to meet this requirement is the responsibility of the employee (LTSL, time-off without pay, etc.)

Section 3. Conversion/Transfer of Paid Personal Leave and Long Term Sick Leave

A. Conversion or transfer of Paid Personal Leave (PPL) at year's end:

Any balance of PPL credit that was earned in a year and remains in the account at the end of the year may either be (a) transferred at 100% value to the employee's Long term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. Employees may cash out a maximum of five days (40 hours) of PPL credit each year and the cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than January 31 of the following year in which it was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

All PPL credit balances that are cashed out or transferred are excluded from further conversion. No PPL balance shall be carried forward to a new leave year.

Employees eligible to convert PPL credit at year's end must indicate their desire to convert their PPL credit balance, using a PPL credit conversion form provided for this purpose. If the PPL credit conversion form is not received in the Agency's Human Resources office by the specified date, any PPL credit balance remaining at the end of the year will be transferred

automatically to the employee's LTSL account.

Any employee who separates from service during the year (except in instances of death or retirement with ten (10) years County service) shall not be eligible for cash conversion of his or her unused PPL credit balance. In such case, unused PPL hours will be transferred to the employee's LTSL account.

B. Long Term Sick Leave (LTSL) Conversion

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years' service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the Agency shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance. The maximum amount of sick leave hours which is convertible to cash is 3,000 hours (maximum cash conversion is not to exceed 1,500 hours.)

An employee may convert his or her LTSL credit balance to cash under the provisions of this Article only once.

Section 4.

An Employee Assistance Program will be made available to all employees.

**ARTICLE 24
CATASTROPHIC ILLNESS LEAVE BANK**

The Agency shall provide a leave donation program to assist those full-time or part-time non-probationary employees who are faced with a catastrophic non-occupational illness or injury, either personally or in connection with a spouse or child, and who have exhausted all other paid leave, including long term sick leave, vacation leave, paid personal leave and compensatory time. Donated leave is irrevocable and shall be for increments of one (1) day (eight hours) from the employee's vacation or Paid Personal Leave balance; maximum total donation for any individual employee shall not exceed five (5) days in a calendar year. Donated leave is limited to six months (1040 hours) total time for any one recipient for his/her catastrophic illness or catastrophic illness of his/her spouse or child. A recipient of donated leave shall serve a five (5) day waiting period of Leave Without Pay prior to the start up of donated leave. Eligibility ceases if the employee becomes eligible for any retirement program or is totally disabled. Recipients of donated leave shall not accrue paid leave while using donated leave. A panel of union and management representatives shall consider applications for donated leave. The panel's decisions are final and shall

not be grieved.

ARTICLE 25 LEAVE OF ABSENCE

Section 1. Leave Without Pay

- A. Upon written request, leave without pay for personal reasons, including illness or injury, may be granted upon approval by the Employer for periods not in excess of one hundred eighty (180) calendar days. Time on such leave of absence shall not be counted as time in service for purposes of determining seniority (except as provided by the Seniority Article), sick leave or vacation rights. The total unpaid leave days shall not exceed one hundred eighty (180) calendar days. Upon return from such leave, the employee will be reinstated in his old classification, or one of equal grade.
- B. Should an employee wish to return before the expiration of his leave without pay, he may do so after giving his immediate supervisor at least fourteen (14) days notice of his wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he shall be deemed to be absent without leave, and may be discharged. However, the purpose of his failure to return shall be considered.
- D. If an employee requests leave of absence without pay for medical reasons, he shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.
- E. Group health insurance benefits will be continued during an approved leave of absence provided the employee pays the required employee contributions.

Section 2. Pregnancy

- A. Employee will notify her immediate department manager of her pregnancy as soon as she knows that she is pregnant and furnish written confirmation from her physician indicating anticipated date of birth.
- B. With her physician's written approval, she will be permitted and expected to work as long as she is able to perform the regular duties of her position.

- C. If the employee's supervisor determines that the employee is no longer able to perform the regular duties of the position or other duties which the employer needs or desires to have performed, the supervisor will request a statement from the employee's physician concerning the employee's ability to perform her duties and request that the physician declare a specific date for the employee to begin her leave.
- D. During her Pregnancy Leave of Absence, the employee will continue to accrue service credit towards her pension benefits and other benefits which are based on length of service provided the employee remains in active pay status and returns to work at the end of Pregnancy Leave as herein provided.
- E. Upon completion of a maternity leave of absence, the employee will be returned to the classification which she formerly occupied provided she has complied with all the terms of this section.
- F. The starting date of Maternity Leave of Absence shall be provided to Management no later than thirty (30) days prior to the commencement of such leave, except in the case of emergency situations. The employee will be reinstated with full seniority provided the employee has contacted Management within thirty (30) days after delivery and indicates the date she desires to return to work and that the employee returns to work no more than one twelve (12) months after delivery.
- G. Should an employee wish to return to work before the expiration of the leave, she may do so by giving the Department head at least fourteen (14) calendar days advance written notice of her wish to return. Maternity Leave shall be without pay unless the employee elects to use accumulated vacation or sick leave for this purpose.

Section 3. Work-related Injury

- A. An employee shall receive his regular day's pay for the date on which he was injured, when such injury occurred in the performance of his job and when there was no negligence on the part of the employee resulting in his injury.
- B. An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he received prior to the date of such illness or injury, upon approval of his application to return to work. Such application shall be made within one (1) year following the date of the exhaustion of his sick leave. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.
- C. It is the responsibility of the injured employee to inform Management of the

estimated length of his absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed two (2) weeks following said injury. If an estimation of such absence cannot be made by the treating physician, then the employee is required to report to his immediate supervisor, either by phone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.

- D. If an employee misses work because of a work-related injury, he shall receive wage continuation during the twelve (12) weeks immediately following the injury or until he is physically able to return to work, whichever is earlier. Wage continuation will only be paid for any time period for which the employee would be eligible for worker's compensation benefits. Wage continuation will not be paid unless the Agency has certified the workers' compensation claim or the claim has been allowed by the Industrial Commission of Ohio. An injured employee will reimburse the Agency for any wage continuation payments which are later determined to have been improperly made, for any reason. Payment of wage continuation under this section will be computed on the basis of the employee's base rate of pay. If the employee has not returned to work at the end of the twelve (12) week period, wage continuation will cease and the employee will receive temporary total compensation from the Bureau of Workers' Compensation. The employee may elect to use accrued sick leave in accordance with the Agency's sick leave provisions for any time period for which he is not currently eligible for wage continuation or workers' compensation benefits.

Additionally, the injured employee may elect to use accrued sick leave after wage continuation ceases. In no event, however, will the employee be permitted to buy back sick leave. An injured employee cannot concurrently receive sick leave or wage continuation and temporary total compensation payments.

In accordance with the Agency policy and procedures, in order to qualify for wage continuation, the employee must:

1. Submit a completed Bureau of Workers' Compensation application form.
 2. Submit a signed medical release.
 3. Submit a completed Montgomery County Employee Injury Report.
 4. Submit proper medical documentation.
 5. Submit a signed Agreement to reimburse the Agency for improperly made wage continuation payments.
- E. Any work related injury is to be reported to Management within twenty-four (24) hours of its occurrence. Management may request a statement from the

employee's physician when a leave of absence is requested pursuant to this section. If requested by Management for the purpose of investigating or processing a Worker's Compensation claim, the employee shall give a written release for medical information to the Human Resources Director.

- F. The Employer may require an employee to perform other duties within the limitations of the injury during the period of compensable injury.

Section 4.

Management may require a second opinion from a physician of its choosing if leave without pay for medical reasons is requested. Additionally, Management may require an employee to take an examination conducted by a licensed physician of Management's selection to determine an employee's capacity to perform the duties of his position. The cost of such examinations shall be paid for by the Employer.

Section 5. Educational Leave

An employee may apply for education leave after the completion of his probationary period with the Employer. He shall be reinstated with full seniority at the completion of his leave, provided:

- A. He declares his intention at the time of application to return to the Employer within nine (9) months from the start of his leave.
- B. He reaffirms this intention in writing every three (3) months from the start of his leave.
- C. He does so return to work.
- D. If educational leave is not granted, the reason for the denial shall be furnished to the employee in writing.

Such leave shall be without pay.

Employees who desire to take work related courses shall be granted weekly leave without pay for up to three (3) hours per week, not to exceed seventy-five (75) hours in a calendar year. In addition, the Employer agrees to consider requests from employees pursuing a degree from an accredited college or university to flex their schedules or use Paid Personal Leave or vacation leave, when feasible as determined by management, in order to accommodate the employee's schooling requirements.

Section 6. Military Leave

Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Employer shall not refuse to

employ not discharge an employee because of military membership. Employees "in service" will not be prevented from performing duties when called upon.

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval militia, or is a member of another reserve unit of the armed forces, or is serving in the United States Air Force, Army, Navy, or Marines should be aware of the following:

- A. A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. An employee may use PPL for this purpose.
- B. Military personnel are entitled to a short-term leave of absence with pay for periods not to exceed 31 calendar and/or 22 working days each calendar year plus up to three (3) travel days if necessary.
- C. If an employee's basic military pay is less than his regular pay for the short-term leave of absence, he may present "satisfactory evidence of the military service performed and the military pay received" to the Auditor's Office and be paid the difference between the County pay and the basic military pay.

If the military pay exceeds the employee's regular pay, he will not be paid his regular County wages for the short-term period he serves.

In either case, the time an employee serves on short-term leave of absence for military service will be counted as full service time when computing vacation or sick leave or PPL credits.

If an employee serves in an "active duty" status for more than 22 working days or 31 calendar days, he will be considered to be on long-term military leave. The employee on long-term military leave (in excess of 31 days) will receive the difference between the service member's gross monthly wage or salary as a county employee and the sum of the employee service member's gross uniform pay and allowances received that month, for a period not to exceed 180 days, including the short-term leave period.

The employee on long-term military leave will continue to have group health care and life insurance benefits, subject to the insurer's agreement, for a period not to exceed 180 days. These benefits will be provided on the same basis as provided for other employees in the county group.

After 180 days, the employee is entitled to COBRA health benefits, on the same basis as any other employee, for up to 18 months.

Upon return to employment after active service, the employee will be entitled to

resume all regular employee benefits without the customary new employee waiting period.

- D. If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, he may, through the Human Resources Director, request reemployment with the Employer. This request must be in writing and must be submitted within 90 days of release from active duty. The Employer will then return him to either his former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though he had been actively employed.

Section 7. Legal Process Section

Employees shall be paid at their regular rate of pay for time spent in jury duty or as a witness subpoenaed to offer testimony in an action in which said employee is not a party to the action provided that all compensation received from a court for jury service or for witness fees shall be paid by the employee to the County Treasurer. An employee shall not be compensated for time spent on leave granted to pursue legal action either as a plaintiff or a defendant.

Section 8.

When employees take any of the above-mentioned leaves of absence, they shall received from Management, in writing, notice of all requirements for returning from leave. A copy of said notice shall be signed by the employee and placed in the employee's personnel record.

ARTICLE 26 HOURS OF WORK AND OVERTIME

Section 1.

The normal work day will be eight (8) hours. The normal work week will be forty (40) hours.

Section 2.

In the event that an employee in the bargaining unit works more than forty (40) hours in a week, the employee will receive overtime pay or compensatory time at the rate of time and one half (1.5) at the employee's option. All hours worked above forty (40) hours in a week require prior supervisory approval. For purposes of computing the overtime pay entitlement, hours charged to sick leave or leave without pay shall not count toward "time worked" in the week.

Section 3.

For overtime pay (i.e. hours beyond forty in a work week which the employee elects to have pay, rather than compensatory time off, paid in the pay period in question), the Employer's total liability for all professional employees shall not exceed one thousand (1,000) actual hours (1,500 converted hours) per year. In the same manner, individual overtime pay shall be limited to fifty (50) actual hours (75 converted hours) per year.

Notwithstanding the provisions of this Section, as determined by Management, in special time-limited circumstances such as departmental workload emergencies, employees in the professional bargaining unit may be permitted to earn overtime pay (time and a half pay) for hours worked in excess of their annual individual limitation. Such overtime pay will be limited by Management and the mode of limitation shall be at Management's discretion.

Section 4.

Employees will be permitted to take compensatory time within six (6) months from the date it was earned. Compensatory time shall be limited to a total of two hundred forty (240) hours in any one (1) year. Compensatory time shall be taken in a reasonable period after it is earned upon approval of the employee's supervisor.

The Employer will pay unused compensatory time earned two (2) times each year. The Employer will calculate compensatory time earned up to the last pay period prior to June 15 and the last pay period prior to December 15, and unused compensatory time will be paid on the first pay check issued in July and the first pay check issued in January of each year.

Section 5.

Management has the right to require and schedule overtime in accordance with the operating requirements of the Departments. Overtime premiums shall not be pyramided, compounded, or paid twice for the same time worked. In the event of a casework emergency that requires extra unplanned hours, the affected caseworker and supervisor shall mutually agree on a date when the resulting flex time or compensatory time will be taken.

ARTICLE 27 INSURANCE

Section 1. Eligibility and Coverage

All employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal, and intermittent employees, shall be entitled to participate in the County's group health insurance program in accordance with the Plan.

All employees are eligible for an insurance premium waiver by not accepting medical coverage from Montgomery County. For information purposes, current premium waivers are in the following amounts:

	Monthly Payment	Annual Payment
Employee Only	\$57.50	\$690.00
Employee plus Children	\$90.00	\$1,080.00
Employee plus Spouse	\$100.00	\$1,200.00
Family	\$120.00	\$1,440.00

Employees may contribute to the Flexible Spending Account, either the Health Care Account or the Dependent Care Account or both, by redirecting a portion of their pre-tax income. Additionally, employees may elect to contribute to a Health Savings Account by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

Employees whose spouse also works for the County and is eligible for medical benefits under the County's plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can select Employee Only, or one can select Employee plus Child or Employee plus Spouse or Family Coverage with the other declining. In all cases any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive the monthly waiver.

Section 2.

Employees who elect healthcare coverage will pay according to the monthly employee contribution as is then set forth in the County's Health Insurance Plan. For information purposes, the following contributions are currently in effect and shall apply through June 30, 2015:

Monthly Employee Contribution

Medical Plan	Employee Only	Employee Plus Child	Employee Plus Spouse	Family
Buy-up	\$185.00	\$245.00	\$255.00	\$315.00
County (HDHP)	\$25.00	\$30.00	\$35.00	\$45.00

Employees may participate in the County's wellness incentive program, if offered through the County Plan, to reduce monthly contributions in the Buy-up Plan or to increase contributions to the Health Savings Account for participants in the County (HDHP) Plan.

Payroll deductions shall be made on a pre-tax basis in accordance with a schedule established by the County. Should any employee group at Job and Family Services be required to pay less than the amounts stated above, PGO bargaining unit members shall pay the same amount.

Section 3.

The Employer will provide \$50,000.00 of group term life insurance to all employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal and intermittent employees, for the duration of this Agreement in accordance with the Plan. The Employer will pay the entire cost of the group basic life insurance. Additionally, the Employer may provide optional supplemental term insurance which employees may choose to purchase, having the cost thereof deducted from their normal wages through payroll deduction.

Section 4.

The benefits provided for herein shall be provided through group coverage selected by the County.

Section 5.

If the County establishes a Health Care Costs and Benefits Board including representatives of the several unions representing county employees and representatives of the County Commission, the Professionals Guild of Ohio will be invited to send representatives.

ARTICLE 28 MILEAGE AND EXPENSES

Section 1.

Employees shall receive mileage reimbursement for the authorized use of private automobiles on Employer business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by Management, mileage will be reimbursed at the IRS rate. Additionally, the Employer shall pay the reasonable cost of parking when employees are on Employer business.

Employees who provide the Employer with a currently active cellular telephone number shall be paid an additional twenty dollars (\$20.00) per month as the Employer's share of maintaining this tool of communication.

The employees who are assigned to the After-Hours positions shall be paid an additional

eighty dollars (\$80.00) per month as the Employer's share of maintaining phone, fax, and internet service which is used in the performance of the employee's duties.

**ARTICLE 29
WAGES**

Section 1 – Current Wage Rates

Wage Rates –Current (as of March 31, 2014)

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Clerk 1	11.99	12.28	12.64	13.14	13.59	13.88	14.17	14.45
Data Entry Operator 2 Driver	12.72	13.03	13.42	13.95	14.42	14.73	15.03	15.33
Clerk 2 Cottage Monitor Telephone Op.	13.63	13.96	14.37	14.94	15.44	15.77	16.10	16.43
Account Clerk 2 Facilities Spec. Family Assistant Purchasing Spec. Secretary 1	14.67	15.03	15.47	16.09	16.62	16.97	17.31	17.68
Account Clerk 3 Account Clerk 3 (CS) Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Data Entry Optra. 3 Secretary 2	15.94	16.34	16.82	17.49	18.06	18.45	18.82	19.22
Benefits Eligibility Spec.	17.44	17.86	18.38	19.12	19.75	20.16	20.59	21.01
JFS Program Specialist	19.22	19.67	20.25	21.06	21.76	22.22	22.69	23.15
Nurse Specialist	21.30	21.81	22.45	23.35	24.13	24.63	25.14	25.67
Database Spec. Network Spec. PC Support Spec. Programmer Social Program Specialist	23.85	24.43	25.14	26.14	27.01	27.58	28.15	28.73

**Child Welfare Caseworker
Wage Rates –Current (as of March 31, 2014)**

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Child Welfare Caseworker 1	18.19	18.62	19.17	19.94	20.60	21.04	21.47	21.91
Child Welfare Caseworker 2	20.01	20.49	21.10	21.95	22.67	23.15	23.64	24.12
Child Welfare Caseworker 3	22.02	22.55	23.21	24.13	24.93	25.46	25.99	26.52

Grandfather Wage Rates –Current (as of March 31, 2014)

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Driver	12.60	12.98	13.37	13.77	14.18	14.61	15.04	15.49
Account Clerk 2 Data Entry Optr. 2 Family Assistant	14.58	15.02	15.47	15.93	16.41	16.90	17.40	17.93
Account Clerk 3 (CS) Benefits Spec. Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Telephone Optr.	16.08	16.56	17.06	17.57	18.10	18.64	19.20	19.77
Data Entry Optr. 3 Facilities Spec. Secretary 1	16.88	17.38	17.91	18.44	18.99	19.57	20.15	20.76
Secretary 2	18.60	19.17	19.74	20.34	20.94	21.57	22.22	22.89
Purchasing Specialist	19.54	20.12	20.73	21.35	21.99	22.65	23.33	24.03
PC Support Specialist	21.54	22.28	22.85	23.53	24.24	24.97	25.72	26.49
Nurse Specialist	23.75	24.46	25.19	25.94	26.72	27.53	28.35	29.20
Social Program Specialist	24.94	25.69	26.47	27.25	28.07	28.92	29.79	30.68
Database Spec. Network Spec. Programmer	26.18	26.97	27.78	28.61	29.47	30.35	31.26	32.21

Section 2 – Wage Rates Year One – Retroactive to January 1, 2014

Wage Rates – Year One – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Clerk 1	12.29	12.59	12.96	13.47	13.93	14.23	14.52	14.81
Data Entry Operator 2 Driver	13.04	13.36	13.76	14.30	14.78	15.10	15.41	15.71
Clerk 2 Cottage Monitor Telephone Op.	13.97	14.31	14.73	15.31	15.83	16.16	16.50	16.84
Account Clerk 2 Facilities Spec. Family Assistant Purchasing Spec. Secretary 1	15.04	15.41	15.86	16.49	17.04	17.39	17.74	18.12
Account Clerk 3 Account Clerk 3 (CS) Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Data Entry Opr. 3 Secretary 2	16.34	16.75	17.24	17.93	18.51	18.91	19.29	19.70
Benefits Eligibility Spec.	17.88	18.31	18.84	19.60	20.24	20.66	21.11	21.53
JFS Program Specialist	19.70	20.16	20.76	21.59	22.30	22.77	23.26	23.73
Nurse Specialist	21.83	22.36	23.01	23.93	24.73	25.25	25.77	26.31
Database Spec. Network Spec. PC Support Spec. Programmer Social Program Specialist	24.45	25.04	25.77	26.79	27.69	28.27	28.85	29.45

Child Welfare Caseworker Wage Rates – Year One – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Child Welfare Caseworker 1	18.65	19.09	19.65	20.44	21.12	21.57	22.01	22.46
Child Welfare Caseworker 2	20.51	21.00	21.63	22.50	23.24	23.73	24.23	24.72

Child Welfare Caseworker 3	22.57	23.11	23.79	24.73	25.55	26.10	26.64	27.18
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Grandfather Wage Rates – Year One – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Driver	12.92	13.31	13.70	14.11	14.54	14.98	15.42	15.88
Account Clerk 2 Data Entry Optr. 2 Family Assistant	14.95	15.40	15.86	16.33	16.82	17.32	17.84	18.38
Account Clerk 3 (CS) Benefits Spec. Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Telephone Optr.	16.48	16.97	17.49	18.01	18.55	19.11	19.68	20.26
Data Entry Optr. 3 Facilities Spec. Secretary 1	17.30	17.82	18.36	18.90	19.47	20.06	20.65	21.28
Secretary 2	19.07	19.65	20.23	20.85	21.46	22.11	22.78	23.46
Purchasing Specialist	20.03	20.62	21.25	21.88	22.54	23.22	23.91	24.63
PC Support Specialist	22.08	22.84	23.42	24.12	24.85	25.59	26.36	27.15
Nurse Specialist	24.34	25.07	25.82	26.59	27.39	28.22	29.06	29.93
Social Program Specialist	25.56	26.33	27.13	27.93	28.77	29.64	30.54	31.45
Database Spec. Network Spec. Programmer	26.84	27.64	28.48	29.33	30.21	31.11	32.04	33.02

Employees whose current wage rates as of March 31, 2014 exceed the March 31, 2014 Level 7 rates applicable to their Job Classification but will be less than the new Level 7 rates as of the Effective Date of this Agreement shall be placed in the new Level 7 and receive the difference in the form of a lump sum payment on the first pay period after the Effective Date of this Agreement. [For example a CWC-3 employees with a wage rate of \$26.73 per hour shall be placed in Level 7 at \$27.18 per hour and receive a lump sum payment of \$457.60 ($0.22 \times 2080 = \457.60)].

Employees whose current wage rates as of March 31, 2014 will continue to exceed the new Level 7 rates as of the Effective Date of this Agreement shall receive a 2.5% lump sum payment on the first pay period after the Effective Date of this Agreement. [For example, a CWC-3 employee with a wage rate of \$27.58 per hour shall receive a lump sum payment of \$1,435.20 ($27.58 \times 0.025 = \$0.69 \times 2080 = \$1,435.20$)].

Section 3 – Wage Rates Year Two – Effective April 1, 2015

Wage Rates – Year Two – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Clerk 1	12.60	12.91	13.28	13.81	14.28	14.59	14.88	15.18
Data Entry Operator 2 Driver	13.37	13.69	14.10	14.66	15.15	15.48	15.80	16.10
Clerk 2 Cottage Monitor Telephone Op.	14.32	14.67	15.10	15.69	16.23	16.56	16.91	17.26
Account Clerk 2 Facilities Spec. Family Assistant Purchasing Spec. Secretary 1	15.42	15.80	16.26	16.90	17.47	17.82	18.18	18.57
Account Clerk 3 Account Clerk 3 (CS) Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Data Entry Optr. 3 Secretary 2	16.75	17.17	17.67	18.38	18.97	19.38	19.77	20.19
Benefits Eligibility Spec.	18.33	18.77	19.31	20.09	20.75	21.18	21.64	22.07
JFS Program Specialist	20.19	20.66	21.28	22.13	22.86	23.34	23.84	24.32
Nurse Specialist	22.38	22.92	23.59	24.53	25.35	25.88	26.42	26.97
Database Spec. Network Spec. PC Support Spec. Programmer Social Program Specialist	25.06	25.67	26.41	27.46	28.38	28.98	29.57	30.19

Child Welfare Caseworker Wage Rates – Year Two – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Child Welfare Caseworker 1	19.12	19.57	20.14	20.95	21.65	22.11	22.56	23.02
Child Welfare Caseworker 2	21.02	21.53	22.17	23.06	23.82	24.32	24.84	25.34
Child Welfare Caseworker 3	23.13	23.69	24.38	25.35	26.19	26.75	27.31	27.86

Grandfather Wage Rates – Year Two – 2.5% Increase

Job Classification	Entry Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Driver	13.24	13.64	14.04	14.46	14.90	15.36	15.81	16.28
Account Clerk 2 Data Entry Optr. 2 Family Assistant	15.32	15.79	16.26	16.74	17.24	17.75	18.29	18.84
Account Clerk 3 (CS) Benefits Spec. Family Supp. Wkr./Casewkr. 2 Foster Parent Inquiry Wkr. Telephone Optr.	16.89	17.39	17.93	18.46	19.01	19.59	20.17	20.77
Data Entry Optr. 3 Facilities Spec. Secretary 1	17.73	18.27	18.82	19.37	19.96	20.56	21.17	21.81
Secretary 2	19.55	20.14	20.74	21.37	22.00	22.66	23.35	24.05
Purchasing Specialist	20.53	21.14	21.78	22.43	23.10	23.80	24.51	25.25
PC Support Specialist	22.63	23.41	24.01	24.72	25.47	26.23	27.02	27.83
Nurse Specialist	24.95	25.70	26.47	27.25	28.08	28.93	29.79	30.68
Social Program Specialist	26.20	26.99	27.81	28.63	29.49	30.38	31.30	32.24
Database Spec. Network Spec. Programmer	27.51	28.33	29.19	30.06	30.97	31.89	32.84	33.85

Employees whose current wage rates as of March 31, 2015 exceed the Year One Level 7 rates applicable to their Job Classification but will be less than the Level 7 rates as for Year Two shall be placed in the new Level 7 and receive the difference in the form of a lump sum payment on the first pay period after the Effective Date of this Agreement. [For example a CWC-3 employees with a wage rate of \$27.58 per hour shall be placed in Level 7 at \$27.86 per hour and receive a lump sum payment of \$852.80 ($\$0.41 \times 2080 = \852.80)].

Employees whose current wage rates as of March 31, 2014 will continue to exceed the new Level 7 rates for Year Two shall receive a 2.5% lump sum payment on the first pay period after the Effective Date of this Agreement. [For example, a Secretary 2 employee with a Grandfather wage rate of \$24.74 per hour shall receive a lump sum payment of \$1,289.60 ($\$24.74 \times 0.025 = \$0.62 \times 2080 = \$1,289.60$)].

Section 3 – Wage Rates Year Three

Article 29 shall be subject to a limited reopener to address the issues of wage rates and the reinstatement of the longevity bonus and anniversary merit increase for the period commencing April 1, 2016. These negotiations shall commence not later than February 1, 2016.

Section 4. Longevity Bonus

Employees who are currently placed at the top longevity step of their pay range-are eligible to receive a nine hundred fifty dollar (\$950.00) special lump sum payment in December of alternating years during the term of this Agreement.

Longevity Bonuses will not be paid in 2014 or 2015 but shall be subject to the reopener for the period commencing April 1, 2016.

ARTICLE 30 ANNIVERSARY MERIT INCREASE

Section 1.

An employee who receives a satisfactory annual performance evaluation and whose current salary does not exceed the maximum pay rate for his classification range shall be recommended for an anniversary merit increase. In the event an anniversary merit increase for such employee should result in a base pay rate above the maximum, such employee shall be placed at the maximum rate. Such increases shall be made effective at the beginning of the pay period immediately following the employee's anniversary date.

Anniversary Merit Increases will be suspended through March 31, 2016 but shall be subject to the reopener for the period commencing April 1, 2016.

These negotiations shall commence not later than February 1, 2016.

Section 2.

An employee who is on authorized leave of absence without pay and who returns to the same classification shall have his/her anniversary date extended in an amount equal to the time spent on unpaid leave.

Section 3.

In the event an employee is promoted and receives a salary increase of 3% or more, the effective date of the promotion shall become the new anniversary date. If the promotional increase is less than three percent (3%), the promoted employee will continue to have the same anniversary date.

ARTICLE 31 SAVINGS CLAUSE

If any provision of this agreement is held to be unlawful by a court of law or legislative authority, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, the Ohio General Assembly, or the United States Congress, both parties to the

agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision involved. Such negotiations shall not extend beyond a period of 30 calendar days from the date of the first meeting unless both parties mutually agree to an extension.

ARTICLE 32 TUITION REIMBURSEMENT

Section 1.

Tuition reimbursement for coursework, books and lab fees at an accredited college or trade school is available to full-time employees in active pay status who have completed initial probation. Employees will be reimbursed for satisfactorily completed courses which directly apply to their current position or a classification in the agency. The maximum reimbursable amount per employee for courses completed in a given contract year is:

Contract year 1	\$2,400.00
Contract year 2	\$2,400.00
Contract year 3	\$2,400.00

Section 2

Licensure fees for Child Welfare Caseworkers (LSW, LISW, LPC, LPCC) and Nurses (RN) will be reimbursed by the Agency at 100%. Such fees are to be submitted through the tuition reimbursement procedure; the above stated maximum includes licensure fees. Employees will be granted paid time off to take exams required for the above licenses, travel time not included.

ARTICLE 33 AFTER HOURS WORK

Section 1.

- A. After Hours Work shall be deemed to apply to those hours outside of normal business hours of operation, weekends and holidays.
- B. Agency vehicles may be used After Hours when available for emergency removals of sibling groups of three or more.

Section 2.

In the event an employee assigned on a full or part-time basis to After Hours Work performs a removal and is responsible for the subsequent filing, post-placement, and shelter care hearing, management will relieve the employee from other unrelated duties on his/her scheduled shift on the same day as the filing, post-placement, and shelter

care hearing, and may reassign said duties to other employees.

If a call-out assignment goes one hour past midnight, upon request the second shift worker will be relieved by a third-shift crisis worker. In the event a removal occurs after 11:30 p.m., Management will send an alternative shift crisis worker to relieve the second shift worker by 1:30 a.m. if possible.

Section 3.

Full-time after hours caseworkers are regularly scheduled to work 40 hours per week. Part-time after hours caseworkers are regularly scheduled to work 22 hours per week. Such hours shall include the 2 hours provided at Section 5 if the part-time employee accepts such assignment. If the part-time employee does not accept such assignment he/she will still be scheduled for at least 22 hours. Social Program Specialists shall be responsible for all placement location and coordination work for the After Hours program during their assigned shifts, including between midnight and 8:00 AM. The Caseworker/Crisis Workers including those assigned to that midnight to 8:00 AM time period shall work with the Social Program Specialist to implement the actual placement.

Section 4.

After hours Caseworker employees will not be assigned any work that falls outside the duties of the Child Welfare Caseworker classification other than as referenced at Section 6. After hours caseworkers will not be expected to carry a caseload. Day emergencies after 4:00 p.m. will generally be handled by After Hours employees. Additionally, After Hours employees will relieve non-After Hours caseworkers when their emergencies go beyond two hours after the end of their scheduled work day unless otherwise directed by Management.

Section 5.

Any open shift or assignment (including on-call assignments) on the After Hours Intake schedule will be offered to bargaining unit members who have completed agency-designated training prior to offering it to non-bargaining unit employees.

Coverage between midnight and 8:00 AM will be offered to part-time After Hours Caseworker/Crisis Workers. Employees who volunteer for such coverage but who are not called out to work shall be paid two (2) hours pay at their regular rate for each assigned date. If they are called out to work they will be paid their regular rate of pay for all hours actually worked or four (4) hours, whichever is greater.

If insufficient Part-Time employees sign up to provide coverage between midnight and 8:00 AM, the open assignments will be offered to other full and part-time employees on other shifts capable of performing the work. Employees who volunteer for such

coverage but who are not called out to work shall be paid two (2) hours pay at their regular rate for each assigned date. If they are called out to work they will be paid their regular rate of pay for all hours actually worked or four (4) hours, whichever is greater.

The Intake Manager will annually solicit volunteers as substitutes to cover open After Hours shifts and assignments and train those volunteers as needed.

Section 6.

Case workers assigned to After Hours shall be responsible for locating and implementing placements during their assigned shifts except when placement "location" is being handled by the Social Program Specialist including between midnight and 8:00 AM. The Caseworker/Crisis Workers, including those assigned to that midnight to 8:00 AM time period, shall work with the Social Program Specialist to implement the actual placement.

There will exist sufficient number of part-time staff to ensure that each part-time worker may have one weekend off at a minimum of once every five weeks. The full-time workers' schedule will assure that each worker has every other weekend off.

Shift differential for part-time and full-time After Hours Child Welfare Caseworkers will be 60 cents per hour for all shifts worked or paid on call from 5:00 p.m. to 8:00 a.m. and all shifts worked on weekends. Weekends as defined in this Agreement unless otherwise provided shall be from 5:00 p.m. on Friday until 8:00 a.m. on Monday.

An After Hours Caseworker who actually handles placement "location" (rather than just placement "implementation") during his/her assigned shift will receive a 4% increase to their regular hourly rate for all hours worked during that shift.

After Hours caseworkers will work from their homes on holidays. If a worker is assigned to work the holiday, they will get paid for the scheduled work and the holiday.

Section 7.

Schedules for full time After Hours workers shall be chosen by the employees on the basis of seniority as defined in Article 7.

After-hours Child Welfare Caseworkers will not be expected to hold a first shift "in office" day or come in on first shift except to attend court hearings, filings, pre/post placement conferences, department meetings and "All Staff" meetings. The monthly Intake Department meetings will be scheduled to begin at 3:00 p.m. to accommodate second shift after hours staff.

The After Hours in-office 8 hour shifts include a one-hour unpaid lunch break and two paid fifteen minute rest breaks.

Shifts shall consist of consecutive paid work hours within a 24 hour period and shall be interrupted only by an unpaid lunch period of 1 hour. An employee shall not be required to work a "split shift" consisting of non-consecutive work shifts within a 24 hour period interrupted by an unpaid period in excess of 1 hour.

**ARTICLE 34
DURATION OF CONTRACT**

Section 1.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. All other agreements either written or verbal are hereby terminated.

Section 2.

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date and no later than eighty (80) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties shall commence negotiations within ten (10) calendar days upon receiving notice of intent to modify or amend this Agreement, unless the time period is mutually waived by the parties.

Section 3.

This Agreement shall become effective upon ratification in 2014 and with the signatures of both parties and shall remain in full force and effect for the covered employees until March 31, 2017.

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SIDE AGREEMENTS:

Side Agreement #1.

To the extent provisions relating to "new hires" are contained therein, the Parties shall abide by the terms of the Montgomery County Health Insurance Plan.

Side Agreement #2.

In settlement of the Article 34 PGO Grievance dated May 2, 2014, the parties agree as follows:

- Management will pay each After Hours worker who was assigned to and worked the midnight to 8:00 AM shift from April 26, 2014 through the date on which the changes to Article 34 are agreed to by the parties, an additional payment of six (6) hours for each shift worked by the employee the during that period.

Side Agreement #3.

The "Alternative Work Schedule Memorandum of Agreement (attached hereto) will continue as written.

Side Agreement #4 – Grandfather Scale

An employee who is in the Grandfather Wage Scale and who is promoted to a position in the PGO Wage Scale but then is involuntarily demoted or returned to their prior job classification shall revert to the Grandfather Wage Scale.

An employee who is in the Grandfather Wage Scale and who is promoted to a position in the PGO Wage Scale and requests and is permitted by the Employer to return to their prior job classification shall revert to the Grandfather Wage Scale.

Side Agreement #5 – No Reprisal

Neither party shall engage in reprisals of any kind against any person or organization because of their support or non-support for either party's position taken during the negotiation process or actions taken in preparation for a work stoppage or strike by the Union or its members.

No disciplinary action or reprimands are contemplated or shall be taken as a result of the actions of Union members in preparation for a work stoppage up to and through June 12, 2014 and any reprimands that have been issued for actions relating to these labor negotiations or strike preparation shall be rescinded.

Provided no work stoppage or strike activity occurs on June 16, 2014 and thereafter, all previously approved vacation and PPL use shall be restored.

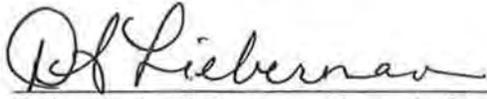
Side Agreement #6 – The \$80 per month stipend payable under Article 28 is currently payable to Social Program Specialists who are required to maintain phone, fax and internet service in the performance of their duties.

IN WITNESS WHEREOF, the Parties set their hands this 24th day of June, 2014.

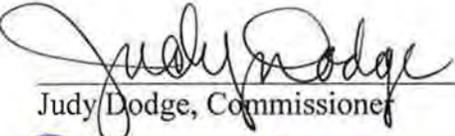
**BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO**



Dan Foley, Commissioner



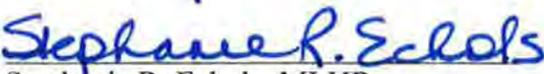
Deborah A. Lieberman, Commissioner



Judy Dodge, Commissioner



Joe Tuss, Montgomery County
Administrator



Stephanie R. Echols, MLHR
Montgomery County Human Resources
Director



Michelle Matthews, MCDJFS – CSD
Human Resources Manager

PROFESSIONALS GUILD OF OHIO



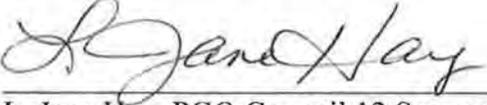
Chauncey Mason, PGO Executive Director



Eric Kanthak, PGO Council 12 President



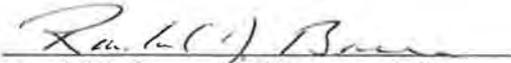
Dan Rice, PGO Council 12 Vice President



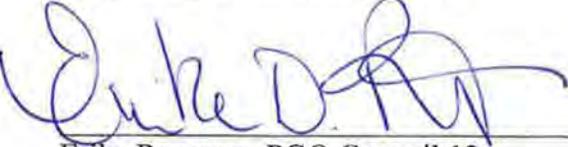
L. Jane Hay, PGO Council 12 Secretary



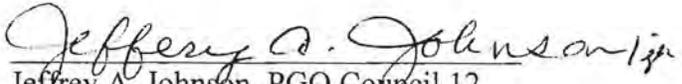
Tara Twitty, PGO Council 12 Treasurer



Randal J. Brown, PGO Council 12
Bargaining Committee Member



Erika Respress, PGO Council 12
Bargaining Committee Member



Jeffrey A. Johnson, PGO Council 12
Bargaining Committee Member

**Memorandum of Understanding
between Montgomery County Board of County Commissioners and
The Professionals Guild of Ohio**

Alternative Work Schedules

Section 1.

The Employer will provide for all bargaining unit employees an open enrollment period where the employee may either choose to drop out of or apply to enroll into the alternative work schedule program.

Alternative schedules must be approved by the supervisor and the manager. Client services, coverage, and work flow in the work unit are the first considerations in considering schedule changes. Work requirements of some positions may dictate limited options.

Section 2.

Required meetings (e.g. unit & dept. meetings, etc.) will occur during Core Hours on Core days as necessary. Core Hours: No regular full time schedule shall begin later than 9:00 a.m. or end earlier than 4:30 p.m. Core Days: The three days in the middle of the week (Tuesday, Wednesday, and Thursday).

Court hearings and filings occurring outside the employee's alternative work schedule must be covered by the employee and will be compensated with flex time or comp time.

Only full time employees who have completed their initial probationary employment are eligible to apply. After-Hours full-time, on-call CWC's are not eligible.

Conflicts within a work unit for same days off will be resolved first through cooperative efforts, then by seniority as defined in Article 7.

Section 3.

Standard agency hours remain 8:00 a.m. to 5:00 p.m. Monday through Friday.

There are three types of alternative schedules:

- 1) Four (4) day work week;
- 2) Five (5) day alternative schedule;
- 3) Four and one-half (4-½) day work week or 9 day pay period.

If an emergency occurs on an open case during the scheduled hours of the assigned worker, the worker handles it. If worker needs to consult with a supervisor, he/she contacts his/her supervisor or manager, or the After-Hours Supervisor.

A coverage standard for similar units will be established. Coverage for the telephone referral unit will require special consideration due to the agency's after-hours phone coverage contract with HelpLink.

Current flex-time and comp time procedures/rules apply as usual to employees on an alternative work schedule who must adjust their availability due to situational work related demands (e.g. emergencies, late visits, etc.).

When a standard holiday occurs within a week, that week (or pay period in the case of 9 day pay period schedule) will be worked as a standard week, i.e. four days worked @ 8 hours per day.

Section 4.

An employee requesting a transfer must be willing to work an available schedule option or standard agency hours until the next "open enrollment," when agency seniority will serve as the tie-breaker in case of conflicting requests.

Every six months there will be an "open enrollment" for staff to request changes in their schedule or opt to discontinue their alternative work schedule. Once approved, a schedule is committed to for the next 6 months; however employees will be permitted to default to an 8:00 a.m. to 5:00 p.m. Monday through Friday schedule.

A properly submitted request for alternative work hours shall not be unreasonably denied and is subject to the contractual grievance procedure. A request that is denied because it cannot be accommodated within the pre-established unit coverage guidelines shall not be construed as an unreasonable denial.

Section 5.

Employees who work an alternative schedule that exceeds 8 hours per day may elect to take their total 30 minutes of daily break time as three breaks of 10 minutes each, rather than the customary two breaks of 15 minutes each.

The standard 11:00 a.m. to 2:00 p.m. window for lunch will be extended to 3:00 p.m. for an employee working a scheduled workday that exceeds 8 hours.

An employee working a standard 8 hour day is charged 8.0 hours of leave as before. All others are charged for the number of hours scheduled for that day. Example: employee is scheduled for 9.0 hour day takes off a day of PPL; 9 hours of PPL is charged.

An employee who attends an agency approved training must work the additional time necessary (or flex or take leave time) to balance his/her actual hours with the number of hours scheduled if he/she is scheduled to work more than the standard 8 hour workday.

**RESOLUTION NO. 14-0797
JUNE 24, 2014**

RESOLUTION AUTHORIZING THE APPROVAL OF THE 2014-2017 CONTRACT BETWEEN THE BOARD OF MONTGOMERY COUNTY COMMISSIONERS AND THE PROFESSIONALS GUILD OF OHIO

WHEREAS, the Board of Montgomery County Commissioners and The Professionals Guild of Ohio, engaged in good faith bargaining and

WHEREAS, such good faith bargaining will serve to resolve differences to the mutual satisfaction of the parties and create a harmonious working relationship for all parties concerned

NOW, THEREFORE, BE IT RESOLVED that the 2014-2017 Contract between the Board of Montgomery County Commissioners and The Professionals Guild of Ohio, is hereby approved by the Board of Montgomery County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio, website at <http://www.mcohio.org/>.

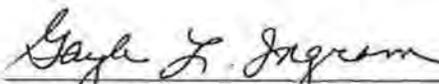
Mrs. Lieberman moved the adoption of the foregoing resolution. It was seconded by Ms. Dodge, and upon call of the roll the following vote resulted:

Mrs. Lieberman, aye; Ms. Dodge, aye; Mr. Foley, aye: Carried.

Handwritten initials: JDL

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 24th day of June, 2014.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.


Gayle L. Ingram, Clerk
Board of County Commissioners
Montgomery County, Ohio