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*Agreement
By and Between*

**THE MAHONING COUNTY
CHILDREN SERVICES BOARD**

And

**THE COMMUNICATIONS
WORKERS OF AMERICA**

*Effective
2/1/2015 thru 1/31/2018*

3-Year Contract

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ARTICLE 1 - POLICY STATEMENT

Section 1: This agreement is entered into this 1st day of February, 2015, by and between the Mahoning County Children Services Board, an agency of Mahoning County, Youngstown, Ohio, established in accordance with the Ohio Revised Code, and all of its branches, which shall hereinafter be referred to collectively as the Employer; and the Children Services branch of the Communications Workers of America, an affiliate of the AFL-CIO, herein after called the Union, for and on behalf of the employees in the bargaining unit. The term employee or employees, where used herein, refers to all employees in the bargaining unit, and both the Employer and the Union recognize that the benefits and responsibilities of employment, including those provided in this statement of policy, shall be shared and assumed equally and uniformly by all employees. The Employer agrees to deal fairly with Children Services Board employees in all matters affecting their employment. The purpose of this policy statement is to provide a fair and responsible method of enabling employees covered by this statement to participate, through Union representation, in the establishing of wages, terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between parties.

Section 2: The Employer and the Union each represents that the ultimate intent and purpose of the agreement is for the benefit of the citizens of Mahoning County. This agreement is to promote cooperation and harmony in employment relations; to recognize mutual interest; and to reduce the number of causes of employment relations disputes. The agreement also provides for the employee participation in the formulation and implementation of employment relations, policies, and procedures. This agreement hereafter will govern the working conditions for the public employees in the bargaining unit and the relationship between the parties, but only to the extent provided for by this agreement. The parties heretofore agree to devote every effort to assure that the Employer and the Union members and officers will comply with the provisions of this agreement.

Section 3: The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any subject not removed by law or the Department of Administrative Service rules from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this agreement. Invalidation of any provision of this agreement shall not invalidate the remaining provisions thereof.

Section 4: The expressed provisions of this agreement may be changed only by mutual agreement by the parties reduced to writing and signed by the authorized representative of the parties. Supplemental agreements not in conflict with this agreement may be reached between the Employer and the Union.

Section 5: The Employer and the Union assert and believe that the provisions of this agreement are not violative of applicable existing statutes of the State of Ohio, federal law and regulations, and are therefore enforceable in a court of law.

Section 6: The Board and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Board and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 2 - DEFINITIONS

Section 1: As used in this contract, the following terms shall have the following meanings:

- A. "Employee(s)", except as otherwise specifically provided in this contract, shall mean all employees of the Board, as defined in the Labor Management Relations Act, 1947. Use of masculine or feminine gender in this contract shall be construed as including both genders and not as a sex limitation unless the contract clearly requires a different construction.
- B. "Scheduled Tour of Duty" is the time which an employee is scheduled to work on any day.
- C. "Scheduled Time" is the time comprising the scheduled hours of the week.
- D. "Scheduled Hours" are the hours included in a scheduled tour of duty.
- E. "Bargaining Unit" means a single unit comprised of all Children Services Board employees who are public employees as defined in the Ohio Revised Code, Section 4117.01 (B). The list of bargaining unit classifications at the Mahoning County Children Services Board are illustrated in Exhibit No. 1, attached hereto.
- F. "Employer" means the Mahoning County Children Services Board, or any duly authorized Board representative. For all purposes, a duly authorized Board representative shall mean the Executive Director and/or Chairperson of the Board, or his/her representative as designated in writing.
- G. "Confidential Employee" means any employee who works in the personnel offices of the public employer and deals with information to be used by the public employer in collective bargaining, or any employee who works in a close continuing relationship with public officers or representatives directly participating in collective bargaining on behalf of the Employer. The list of "Confidential Employees" at Mahoning County Children Services shall include the following: Secretary to the Director.
- H. "Day" means calendar days unless expressly stated otherwise.
- I. "Union" means an employee organization which has been certified by the State Employment Relations Board as the sole and exclusive bargaining representative that represents employees in the bargaining unit. The duly authorized representative of the Union shall be the Chief Stewards or their representative as designated in writing.
- J. "Supervisor" means any individual who has authority, in the interest of the public employer, to responsibly direct, evaluate, and discipline other public employees, to adjust their

grievances, to effectively recommend action, if the exercise of that authority is not of a merely routine clerical nature but requires the use of independent judgment. The list of "Supervisors" at Mahoning County Children Services shall include the following: Intake Unit Supervisor, Abuse Unit Supervisor, Adoption Unit Supervisor, Ongoing Services Unit Supervisors, Foster Care Unit Supervisor, Residential Unit Supervisor, Group Home Coordinators, Training Officer, and Office Manager.

- K. "Management Level Employee" means any individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective bargaining negotiations, administer collectively negotiated agreements, or have a major role in personnel administration. The list of "Management Level Employees" at Mahoning County Children Services shall include the following: Executive Director; Program Administrator, Family Services Department; Program Administrator, Placement Services Department; Fiscal Officer; Administrative Assistant/Human Resource Specialist; Continuous Quality Improvement Supervisor; and Continuous Quality Assurance Manager.
- L. "Immediate Family" means spouse, children, step-children, mother, father, sister, brother, grandparents, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of the parents.
- M. "Longevity" is based on completed years of service with Mahoning County Children Services.

Section 2: All employees of the Mahoning County Children Services Board shall be categorized as one of the following definitions of employee status:

1. "Full-Time Employee": An employee whose normal hours of duty total forty (40) hours per week.
2. "Part-Time Employee": An employee whose normal hours of duty total less than forty (40) hours per week.
3. "Training Unit": Temporary assignment of new employees in casework positions to a rotational schedule among units/departments to provide a broad work experience.

ARTICLE 3 - PROBATIONARY PERIOD

Section 1: All newly hired support staff shall have a probationary period of one hundred eighty (180) days and casework staff shall have a probationary period of two hundred forty (240) days. All casework staff shall receive a mid-point probationary evaluation. This time frame exceeds the ODAS probationary period of one hundred twenty (120) days due to the amount of time spent in the training process and Core training requirements (102 hours for caseworkers) during the first year of employment. If the service of a probationary employee is considered unsatisfactory, such employee may be removed at any time during the probationary period. Probationary removals cannot be appealed.

Section 2: All promoted employees shall have a probationary period of ninety (90) days. If the service of a promoted employee is considered unsatisfactory, such employee may be reduced to no lower than the classification held prior to the promotion at any time during the probationary period. Probationary reductions cannot be appealed.

Section 3: If an employee is placed in a position of a lower classification, the ninety (90) day probation period shall apply.

Section 4: The Employer has an obligation to provide adequate training opportunities and to train employees, in compliance with those rules and regulations promulgated by the Ohio Department of Job and Family Services for all probationary employees for those positions which they are occupying. Specifics on initial orientation, as well as ongoing staff development and training, will be provided to all newly hired and promoted employees.

ARTICLE 4 - JOB DESCRIPTIONS AND TABLE OF ORGANIZATION

Section 1: The Executive Director shall approve all job descriptions for all positions which are under his/her direction. A copy of each job description in the bargaining unit shall be given to the designated Union Representative.

Job descriptions shall include:

- A. Minimum qualifications required for the position.
- B. All other pertinent data presently appearing on position descriptions, including but not limited to:
 - 1. Position Name/Title/Classification/Number
 - 2. Description of Duties to be Performed
 - 3. Work Location/Hours
 - 4. Immediate Supervisor
 - 5. Pay Rate of Job

Section 2: Each new employee shall receive his/her assigned position description no later than seven (7) working days from the employee's starting date.

Section 3: A manual of bargaining unit position descriptions and the table of organization shall be maintained and updated by the Employer as additions or changes occur. Such manual shall be available for review by employees in the personnel office, Union Office, and, if available, agency computers.

Section 4: No employee shall be required to perform the duties of another classification except as provided for in Article 6.

ARTICLE 5 - NEW JOB TITLES AND JOB CLASSIFICATIONS

Section 1: Whenever Management determines it appropriate to create a new job title or job classification, or restructure or redefine an existing one in the bargaining unit, it shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedule initially determined for such job title and classification no later than one (1) working day after receiving Board approval and prior to posting said position. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union, Management may proceed to staff such job title or classification.

Section 2: The Union shall have the right, within thirty (30) days from receipt of notice from Management, to initiate negotiations concerning the initial wage rates or schedules established as temporary by Management.

Section 3: If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) days following receipt of notice from Management concerning the wage rates and schedule, the temporary designation shall be removed from the job title or classification.

Section 4: If negotiations are initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from Management, the issue may be pursued by the Union through the grievance procedure.

ARTICLE 6 - JOB POSTING, TRANSFERS, AND PROMOTIONS

Section 1: A vacancy is defined as a regular full-time or part-time position where the Employer has created a new classification or has increased the number of jobs in an existing classification or when an opening occurs in a classification as a result of a promotion, transfer, resignation, discharge, or other termination of employment, and the particular activities performed by the employee vacating the position at the particular location, etc., will continue to be performed. The following types of positions are not regular vacancies: seasonal employees, intermittent employees, absentee replacement employees, and temporary status.

Section 2: When a vacancy occurs, and the Executive Director acknowledges that the vacancy will be filled, the Employer shall post a notice of said vacancy on the administrative bulletin board, and shall provide the designated Union representative with a copy. The notice shall remain posted for a period of seven (7) calendar days from the date of the posting.

The posting shall include:

1. Position Title
2. Classification/Number and Salary Range
3. Location
4. Hours of Work
5. Immediate Supervisor
6. Position Description
7. Minimum Qualifications Required for the Position
8. The Procedure to Follow in Applying for the Position
9. The Deadline for Submitting Applications

Section 3: If an employee would like to be notified of job postings and is planning a vacation, the employee must notify the Human Resource Specialist and the Union Director of this request. If the employee is interested in applying for the position, the employee must inform the Human Resource Specialist prior to the posting deadline and may complete the formal application upon returning to work. Other than this exception, the employer will not consider internal applications filed after the seven (7) calendar day deadline.

Section 4: All employees who meet the minimum qualifications, and have applied in a timely manner, shall be granted an interview.

Section 5: The Employer shall fill a vacant position with the best qualified candidate, as is

determined by the Employer. If two or more employees possess substantially equal skills, demonstrated ability, education, and experience (all criteria to be considered equally important), and if two or more applicants are considered relatively equal, the position shall be awarded to the more or most senior applicant. If none of the internal applicants are the most appropriate or best qualified, the Employer may fill the position with an applicant from outside the agency. Each intra-agency applicant shall be informed in writing of the final decision.

Section 6: The Union shall be notified in writing of the selection process on the same date as the applicants are notified.

Section 7: During the period while the posting and selection process is being administered, the Employer may temporarily assign an employee to such vacancy to fulfill operational requirements per the stipulation of Section 8. In no event shall this procedure continue for any one individual longer than six (6) months. The employee, upon assuming temporary assignment, shall be provided written notice of the rate of pay for the temporary position.

Section 8: The Employer may temporarily assign employees to other classifications to fulfill operational requirements. If the employee filling such temporary assignment is of a lower classification of pay, then the temporary assignment employee shall receive the higher rate of compensation for all hours worked while so assigned; however, the employee's classification will not change. If the employee filling such temporary assignment is of a higher classification and pay than the temporary assignment, such employee shall receive the higher rate of compensation for all hours worked while so assigned.

Section 9: A promotion is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade, subject to the provisions of this Article.

Section 10: A lateral transfer is defined as the transfer of an employee to a regular job opening at the same pay grade within his/her classification, subject to the provisions of this Article.

Section 11: To effectively manage the work force, Management reserves the right to post and fill positions due to extended leave. Consistent with Article 31 (Leave of Absence), Section 2, an employee is not guaranteed the same job held prior to the leave, but will receive at least the same amount of pay.

ARTICLE 7 - LAYOFF AND RECALL

Section 1: All layoff and recall procedures utilized by the Employer shall be consistent with the rules and regulations of the Department of Administrative Services and Ohio Revised Code sections 124.321 to 124.327.

Section 2: A copy of the rules and regulations of the Department of Administrative Services and the Ohio Revised Code governing the layoff and recall of employees shall be available at the main office.

Section 3: During the term of this Agreement, bargaining unit employees shall not be displaced as a result of "temporary" workers. Any temporary worker shall not perform bargaining unit work if such work results in the layoff, reduction of hours, reduction of pay, or prevent the recall of laid off bargaining unit employees.

Section 4: Prior to implementing any reduction in work force, layoff, or job abolishment pursuant to Ohio Revised Code sections 124.321 to 124.327, the Union, or duly authorized union representative, and the Agency will meet immediately for the purpose of discussing the impact of the reduction in force, layoff, or job abolishment on bargaining unit employees and possible alternatives to the reduction in force, layoff, or job abolishment including, but not limited to, unpaid holidays, furloughs, or reduced hours.

Section 5: Should the Agency implement any reduction in force, layoff, or job abolishment pursuant to Ohio Revised Code sections 124.321 to 124.327, which will result in an annual savings of an amount equivalent to five (5) percent or more of the previous total bargaining unit annual salary, either party may reopen Article 40 for negotiations upon thirty (30) days written notice to the other party.

ARTICLE 8 - MANAGEMENT RIGHTS

Section 1: The Union recognizes that the Mahoning County Children Services Board is an entity of the County Government established and operating under the provisions of Chapter 5153 of the Ohio Revised Code.

Section 2: The Union recognizes that the rights and responsibilities of the Employer arise from, and must be exercised in accordance with the provisions of the Ohio Revised Code and the constitutions of the State of Ohio and of the United States. The Union gives full recognition of the Board's legal status, its legal duties, rights, and obligations.

Section 3: The Union recognizes the right and authority of the Employer to administer the business of the agency. The Union recognizes that the Employer has and will retain the right and responsibility to:

1. Determine matters of the 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, of its overall budget, utilization of technology and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force.
9. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 - UNION RIGHTS

Section 1: The Union reserves the right to select Union employee representatives. Employees selected by the Union to act as Union Representatives shall be known as Stewards, Chief Stewards, and Director. The Union shall determine the locations in which the Steward is to function and shall so notify the Employer of said locations and Stewards. The Union shall be permitted one (1) Director, two (2) Chief Stewards, and a list of Stewards not to exceed six (6) Stewards.

Section 2: Stewards, Chief Stewards, and the Director shall be permitted up to a maximum of six (6) hours per month during working hours without loss of pay or benefits to perform appropriate Union Representative duties. The maximum number of hours per month allowed for all Stewards, Chief Stewards, and Director shall be thirty (30) hours total. Appropriate Union duties performed under this section are:

- A. Processing of grievance hearings.
- B. Representation of an employee at disciplinary or pre-disciplinary conferences.

As a courtesy and to facilitate the adjustment of work schedules, the Union's employee representative will personally notify his/her immediate supervisor prior to engaging in the above-mentioned duties, for suitable coverage to be arranged for their position.

The Employer shall provide, upon request and as available, confidential meeting space to the Union's Stewards for the purpose of carrying out the duties provided for in this Article.

Section 3: No later than thirty (30) days after the signing of this agreement, the Union shall submit a written list of the designated Stewards of the Union to the Employer. The Employer shall not be required to recognize any Steward who has not been identified in writing as a Steward. Any changes in the designated Stewards shall also be submitted in writing to the Employer. Any changes in Stewards shall not take effect until the Employer receives said written notification.

Section 4: Designation of Union Stewards shall be the exclusive right and responsibility of the Union.

Section 5: The local Union Representatives may be granted time off without pay, but with accrual of benefits, for the purpose of attending to Union business.

ARTICLE 10 - UNION RIGHTS - NON-EMPLOYEE VISITATIONS

Section 1: The Employer agrees that accredited non-employee representatives of the Union shall be admitted to the premises of the Employer upon written notification to the Executive Director. Written notification to the Executive Director shall be given twenty-four (24) hours in advance of such visitations and shall state the following:

- A. Intent to visit the premises of the Employer.
- B. Name or names of accredited non-employees.
- C. The date and time of day planned for the visit.
- D. The names of buildings to be visited.
- E. The name of any employee who, in their capacity as a Union Steward, may accompany the representative.
- F. The purpose of the visit.
- G. In the event the visit is after work hours, the Union agrees to permit an employee designated by the Employer to accompany the representative.
- H. The Employer has a right to deny non-employee representatives admittance to the premises of the Employer.

Section 2: The number of accredited non-employee representatives during any one visit to the premises of the Employer shall be limited to a maximum of three (3). Non-employee visitation forms shall be provided to the Union Chief Steward or his/her representative.

ARTICLE 11 - BULLETIN BOARDS

Section 1: The Employer shall provide to the Union space on bulletin boards as follows:

- A. Within the agency's main office.
- B. Within each of the agency's residential facilities, space shall be provided on one (1) bulletin board, up to half the space available on the bulletin board, but not to exceed an area the dimensions of which are twenty-four (24) inches by thirty-six (36) inches.

Further, it is agreed by the Union that any material found to contain anything political, libelous, scurrilous, or anything reflecting upon the Employer or any of its employees shall be removed jointly by the Employer and the CWA Representative and shall be discussed at the next Labor/Management meeting.

There shall be no non-union material on the Union bulletin board.

ARTICLE 12 - INFORMING EMPLOYEES

Section 1: Upon execution of the agreement, the Employer and the Union will inform present employees that negotiations have been concluded on the agreement. The notice to the employees will include a location where copies of the agreement are available.

Section 2: The Union may distribute literature to employees in the bargaining unit by means of the intra-agency mail system or by e-mail. The content of such material may contain materials describing CWA, identifying its official representatives, and a membership application. Additionally, the Union may distribute the Union newsletter and notices of meetings to all bargaining unit members by means of e-mail or the intra-agency mail system. It is agreed and understood that the transfer of the Union newsletter and meeting notices through the intra-agency mail system shall be by distribution to the individual mail boxes or e-mail.

Section 3: In order to facilitate a better working relationship between Labor and Management, the Employer agrees to keep the Union informed of all matters having effect upon the employment of bargaining unit employees.

Section 4: In line with O.R.C. 124.57, no employee shall directly or indirectly, orally or by letter, solicit or receive, or be in any manner concerned in soliciting or receiving, any assessment, subscription, or contribution for any political party or for any candidate for public office; nor shall any person solicit directly or indirectly, orally or by letter, or be in any manner concerned in soliciting, any such assessment, contribution or payment from any employee.

ARTICLE 13 - NON-DISCRIMINATION

Section 1: No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization, or political affiliation, age, handicap, or sexual preference. The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and executive orders regarding these matters.

Section 2: The Employer recognizes the right of all employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of any lawful activity in an official capacity on behalf of the Union, nor will the Union practice discrimination, coercion, or interference against any employee choosing not to join the Union.

ARTICLE 14 - HEALTH AND SAFETY

Section 1: Occupational safety and health is the mutual concern of the Union and the Employer.

Section 2: In order to correct, maintain and improve effective safety and health conditions, the Employer and Union will continue to have a presence on the Mahoning County Labor/Management Health and Safety Steering Committee and continue to meet at mutually agreed upon times as the internal health and safety committee to review, discuss, and report on safety issues. The internal safety committee will consist of two (2) Management representatives and four (4) Union representatives.

Section 3: The employees appointed to the Committee by the Union shall be given sufficient time during duty hours without loss of pay to attend such meetings of the Committee.

Section 4: In the event that it is determined that the work environment is clearly unsafe, reasonable accommodations will be made to address identified problems.

Section 5: In the interest of worker safety, all social service staff will be provided with a cell phone reimbursement stipend. Each social services staff person is responsible for maintaining this equipment in working condition, reporting equipment failures immediately, and being accessible and responsive should contact be necessary at any time while on agency business. An employee out of office or on agency business should have a working cell phone.

ARTICLE 15 - DRUG-FREE WORKPLACE

Section 1: Mahoning County Children Services shall maintain a drug-free workplace. Drug and alcohol screening shall be conducted upon reasonable cause which means the Employer possesses facts that indicate an employee is currently or has recently engaged in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. With the permission of the employee, the results may be released to the Union.

Section 2: An employee who has tested positive for the presence of alcohol and/or illegal drugs shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs or refuses to participate in the EAP Program. Such employee may be subject to periodic retesting at the discretion of the Employer upon his/her return to his/her position.

Section 3: If the employee refuses to undergo rehabilitation or detoxification, or if he the individual fails to complete a program of rehabilitation, or if the individual tests positive at any time within three (3) years after his/her return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

ARTICLE 16 - LABOR/MANAGEMENT MEETINGS

Section 1: Unless mutually agreed otherwise, on the first Wednesday of the first month of each quarter, at a mutually agreed upon time, the Executive Director or his/her designated representative, and not more than two (2) other members of Management shall meet with not more than three (3) representatives of the Union in order to promote a more harmonious relationship between the Union and the Employer. Furthermore, it is agreed by both the Employer and the Union that meetings shall be held as often as mutually agreed necessary.

Section 2: Agendas will be exchanged, and signed by both parties, no later than 4:30 p.m., on the Friday immediately preceding the meeting.

Section 3: Written responses promised by the Employer or the Union during such meetings in regard to items raised by either party who attend such meetings shall be furnished to the receiving party within five (5) days after such meetings unless the parties mutually agree to a time extension.

Section 4: Labor/Management meetings shall be limited to a maximum of two (2) hours per meeting, unless the parties mutually agree to a time extension.

Section 5: Labor/Management meetings are viewed by the parties as necessary to the furtherance of this agreement, and the employees representing the Union involved in these meetings shall be given sufficient time during duty hours without loss of pay or other benefits to perform these functions, up to the maximum specified in Section 4.

ARTICLE 17 - WORK RULES

Section 1: Work Rules as defined in this section shall be those policies, procedures and directives which regulate behavior of employees in the performance of the Employer's services and programs. New Work Rules formulated after the effective date of this agreement shall be reduced to writing, signed by the Executive Director or his/her designee, and made available to the Union and distributed to all bargaining unit employees at least seven (7) working days prior to implementation. All Work Rules shall be compiled into one complete document.

Section 2: It is agreed and understood that the Employer shall have the right to revise and/or initiate Work Rules with respect to the conduct of its employees. However, the Union and its members may challenge Work Rules on the basis of:

- A. Lack of uniform application of the Work Rule.
- B. The Work Rule conflicts with the provisions of the agreement.
- C. The Work Rule is discriminatory as outlined in the agreement.

Section 3: A copy of the Work Rules outlined in Section 1 of this Article shall be made available to all employees on the shared drive of the agency computer system; hard copy will be placed in the library and a copy placed in each group home.

ARTICLE 18 - CORRECTIVE ACTION

Section 1: No employee shall be reduced in pay or position, suspended, discharged, or removed except for the grounds specified in Section 124.34, Ohio Revised Code, nor shall the Employer take any form of corrective action against any employee except for just cause.

Section 2: It is mutually agreed by the Employer and the Union that the most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relations, and of the self-discipline and responsible performance expected of employees. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. Where corrective action can be accomplished through closer supervision or on the job training, the employee and the Employer will sign a plan which will be implemented to avoid corrective action. For the purpose of this agreement, oral warnings shall be reduced to writing, signed by the parties involved (employee and supervisor issuing warning), to document contact between employee(s) involved and the supervisor, and placed in the employee's personnel file(s), and a copy given to the employee(s).

Section 3: Progressive corrective action is the right and the responsibility of the Employer. Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The Union and the Employer mutually agree that the recommended steps in corrective action/discipline are as follows:

1. Oral Warning (Reduced to Writing)
2. Written Reprimand
3. Suspension or Removal

The Employer will give a copy of the written corrective action to the affected employee, and, with the written consent of the affected employee, a copy to the designated Union Representative.

This progressive discipline policy in no way limits the statutory rights set forth in the Ohio Revised Code.

Section 4: The Employer and the Union agree to attempt as a preliminary step to settle disciplinary matters informally. The disciplinary process must be started within fifteen (15) days of discovery. All parties shall extend a good faith effort to settle the matter at the earliest possible time.

The Employer agrees not to discharge or suspend without pay an employee without first arranging for a predisciplinary conference. The conference shall be scheduled no earlier than seventy-two (72) hours after the time the employee is notified of the charges and the conference. This notice shall be in written form and contain the following information:

1. Charges being brought against the employee.
2. The date, time, and location of the predisciplinary conference.
3. The right of the employee to have a representative of the Union present.
4. The right of the employee to have witnesses, cross-examine witnesses, or present testimony on behalf of the employee.
5. A statement notifying the employee that absent any extenuating circumstances, failure to appear at the hearing shall result in a waiver of the employee's right to a hearing.

The hearing shall be conducted by a neutral and detached party and the charged employee shall have his/her union representative present. Such a conference must be conducted within a reasonable time, but no longer than thirty (30) days, from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its Chief Steward or designee that charges have been brought against the employee.

The employee shall not be docked any pay for appearing at the hearing. The same applies to witnesses.

Section 5: The employee and Employer shall be notified in writing of the findings and recommendation(s) of the predisciplinary conference within five (5) days. A copy shall be submitted to the CWA Local President and Chief Steward and Agency Executive Director. The Executive Director shall render a final decision within a reasonable period of time (not to exceed 14 calendar days) to accept, reject, or to modify the recommendation. A copy shall be submitted to the Union President and Chief Steward.

Section 6: When a Third Party Investigation is necessary due to allegations/accusations in accordance with 5101:2-34-34, appropriate procedures shall be followed. The employee shall be notified in writing that:

1. An allegation has been made (date).
2. Nature of the allegation/accusation.
3. That a Third Party Investigation will occur and the party investigating.

If it is decided an employee is to be temporarily removed from duty, regular job site or regular schedule to protect the employee and/or others involved in the allegation, the employee shall be

notified in writing, with a copy to the Union, if the employee requests. A full-time employee may be reassigned or considered to be on paid administrative leave in the event temporary removal from site occurs. Whenever possible, other alternatives shall be considered, i.e. temporary reassignment of job site, alternative duties within the classification. At the end of the investigation, the employee shall be provided written notice that the investigation is completed and if any other action will or has been recommended.

Section 7: Oral and written reprimands shall remain in effect until twelve (12) months after the effective date of such corrective action. Following this twelve (12) month period the record of discipline shall be rendered "obsolete". All other records of disciplinary action shall remain in effect permanently.

Section 8: Appeals of any discipline may be submitted to the Employer at Step 2 of the Grievance Procedure.

ARTICLE 19 - PERSONNEL RECORDS

Section 1: It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the employees. However, subject to the provisions of Chapter 1347, Ohio Revised Code, every employee shall be allowed to inspect his/her personnel file upon request, with the exception of references for initial employment and psychiatric and medical reports exempted by Chapter 1347, Ohio Revised Code. A Union Officer or other Union Representative may accompany the employee for inspection of the employee's personnel file, in the presence of and by written authorization of the employee member.

Section 2: If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Executive Director or his/her appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Executive Director or his/her designated representative sustains the employee's allegation, he/she will comply with Section 1347.09 O.R.C.

Section 3: Personnel files shall contain, but are not limited to, the following:

- A. Name, permanent address, current address, phone number, and name of person to notify in case of an emergency. (A copy of this information may be given to the employee.)
- B. Job information, civil service title, and classification. (A copy of this information shall be given to the employee.)
- C. Copies of all personnel action forms.
- D. The annual performance evaluations signed by the employee.
- E. Statement of performance in any given particular cases (i.e. a commendation, reprimand, etc.).
- F. References for initial employment and psychiatric and medical reports.

Section 4: To insure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), employees' protected health information will be placed in a separate medical file. Access to specific information in an employee's medical file can only be granted through the written consent of the employee that describes the document(s) to be reviewed. Such consent must be given to the Executive Director or designee prior to information being released.

ARTICLE 20 - PAYROLL DEDUCTION OF UNION DUES

Section 1: Upon receipt of a written authorization signed by an employee authorizing Management to deduct Union Dues from payments due him as an employee, not including payments in lieu of vacation, and remit the same to the Union, Management shall, upon request, remit the appropriate portion of the Dues to the requesting Local and the Union. Management shall, during the existence of this contract, continue to deduct Union Dues from such payments in the amount specified in the authorization and forward the amount so deducted to the requesting Local and the Union, until such authorization is revoked in writing by the employee.

Section 2: Authorizations dated on or after the effective date of this contract shall be in the form of Exhibit No. 2, attached hereto and made a part hereof. All Union Dues deduction authorizations dated prior to the effective date of this contract shall remain in effect until revoked in writing by the employee.

Section 3: Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic Dues on the effective date of this agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this agreement, shall pay or tender to the Union amounts equal to the periodic Dues applicable to members, for the period from such effective date, or in the case of employees entering into the bargaining unit after the effective date, on or after the one hundred twentieth day of such entrance, whichever of these dates is later, until the termination of this agreement.

Section 4: The provisions specified above shall not apply during periods of formal separation from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth day following his return to the bargaining unit.

- The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the unit, and leaves of absence of more than one month duration.

ARTICLE 21 - NO LOCK-OUT PLEDGE/NO STRIKE PLEDGE

Section 1: The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lock-out of members of the Union.

Section 2: The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the term of this agreement.

ARTICLE 22 - WORK SCHEDULES

Section 1: The normal work week for all full-time employees in the bargaining unit shall be forty (40) hours. The normal workday shall consist of eight (8) hours. Each eight (8) hour work period shall include a one (1) hour paid lunch hour during which time the employee is on call and on duty. The pay period shall consist of two (2) weeks, commencing on Sunday and ending on Saturday.

- A. The main office hours will be from 8:30 a.m. until 4:30 p.m., Monday through Friday with the exception of group home staff. Flexible hours may be arranged with supervisory approval and must be documented as such on time sheets.
- B. Group homes require twenty-four (24) hour coverage. Management shall schedule shifts to meet the operational needs of each group home.

Section 2: Work schedules are defined as an employee's assigned hours of the day and days of the week. Any changes in work schedules shall be made in writing to the employee when necessary to meet the operational needs of the Employer. The Employer shall notify the worker of such changes not less than two (2) weeks prior to the effective date of the schedule change. Such changes shall not be imposed by the Employer arbitrarily in order to avoid the payment of overtime or accrual of compensatory time. Such changes shall not be imposed by the employee arbitrarily in order to accrue compensatory time.

Section 3: A thirty (30) minute lunch period with pay, during which time the employee is on duty and on call, shall be provided to employees working more than four (4) hours beyond their regular shift.

Section 4: All staff must complete required time sheets and submit time sheet(s) to the immediate supervisor on the Monday (or first work day) following a pay day.

ARTICLE 23 – OVERTIME (GROUP HOME)

Section 1: Hours worked over forty (40) hours in a work week shall be considered overtime. Paid overtime shall occur with the prior written authorization of the Executive Director or Director's assignee.

Section 2: Any complaint or disagreement on the distribution of overtime may be processed in accordance with the grievance provisions of this agreement.

Section 3: Operational requirements of the Employer may require the use of part-time employees for proper staffing. Management reserves the right to determine which part-time employees shall be called upon to fulfill the job duties of full-time employees on sick leave, vacation, or absences for other reasons.

Section 4: Employees on paid overtime will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times their current hourly rate for each hour worked in paid overtime status. Benefit time is not considered as hours worked within the meaning of the overtime provisions.

Section 5: Group home employees who are required to work on holidays, as specified in Article 32, shall be paid at a rate of two and one-half ($2 \frac{1}{2}$) times his/her regular rate of pay.

ARTICLE 24 - VACATION

Section 1:

A. All full-time employees shall earn vacation leave as follows:

<u>Years of Service</u>	<u>Bi-Weekly Accrual</u>	<u>Annual Accrual</u>
begin 0 years, complete 2 years	3.1 hours	2 weeks/10 days
begin 3 years, complete 7 years	4.6 hours	3 weeks/15 days
begin 8 years, complete 14 years	6.2 hours	4 weeks/20 days
begin 15 years, complete 20 years	7.7 hours	5 weeks/25 days
begin 21+ years	9.2 hours	6 weeks/30 days

B. All full-time employees shall also be credited with forty (40) hours additional vacation (referred to as a "bucket") on their employment anniversary date as follows:

- *at the start of the 3rd year of employment
- *at the start of the 8th year of employment
- *at the start of the 15th year of employment
- *at the start of the 21st year of employment

in conjunction with the accrual rates outline in Section 1 (A) of this Article.

After an employee has completed the initial thirteen (13) bi-weekly pay periods (6 months), he or she is eligible to begin using vacation time up to the amount currently accrued. The above service required need not be continuous. Official leaves of absence, if documented, may be included in the computation but not periods between separation and reinstatement of re-employment.

Annual vacation schedules must be arranged at the administrative discretion of the department head, supervisor, and/or section chiefs, with general approval of the appointing authority. All vacation leaves must be requested and approved on a form designated by the appointing authority.

Section 2: For the purposes of calculating an employee's longevity to determine the amount of vacation earned, employment with any of the following shall be counted: (A) State Departments, Bureaus, Boards, and Commissions; (B) State Supported Universities, Community Colleges, and Technical Institutions; (C) Board of County Commissioners or Other County Officer's Departments, including County Homes, County Hospitals, and County Welfare Departments; (D) Cities, Villages, and Townships; (E) School Districts; (F) Health Districts; (G) Public Libraries; (H) Special Purpose Districts Established Pursuant to the Law, such as Conservancy and Park Districts; (I) Special Authorities Established Pursuant to State Law, for example: Housing, Transportation, Port, and

Airport Authorities; (J) Retirement Services, Bridge Commission, Ohio Turnpike Commission, and the Ohio Historical Society.

Section 3: Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence, educational leave status away from the agency, or unpaid military leave.

Section 4: When a full-time employee works less than the normal schedule in a given pay period, partial vacation credit will be given, i.e. if the standard work week is forty (40) hours, and he or she works only twenty (20) hours during the pay period, he or she would be credited with one-half of three and one tenth (3.1) hours or 1.55 hours, unless he or she were on vacation or sick leave while in either of these status. However, vacation is not accumulated while performing over-time work.

Section 5: Upon separation from state or county service, an employee is entitled to compensation for any earned but unused vacation leave credit at that time of separation, which has been carried forward as provided in Section 9. Payment will be made at the employee's current rate of pay.

Section 6: An employee who transfers from another agency to Children Services Board is paid by the releasing agency at the time of transfer for any unused, legally accrued vacation leave. Upon transfer to Children Services Board with less than one year's service, the releasing appointing authority will provide to the appointing authority at Children Services Board the number of pay periods that the employee has worked in full-time status. The employee then begins to earn vacation as specified above, and is eligible to use any or all accrued vacation as long as they have at least six (6) months total service.

NOTE: An employee who receives an authorized transfer from another agency covered by civil service to this agency immediately begins to accrue vacation credit and is eligible to use this accrued vacation upon approval of his/her immediate supervisor.

An employee who terminates his/her employment with another agency, whether or not it is covered by civil service, and then becomes employed by this agency, must wait for six (6) months, or thirteen (13) pay periods, before being eligible for vacation.

Section 7: In the case of the death of the employee, any earned but unused vacation leave shall be paid to the day of death to the deceased employee's estate.

Section 8: Holidays will not be charged to vacation leave when they fall within the vacation regardless of the day of the week on which they occur.

ARTICLE 25 - PERFORMANCE EVALUATIONS

Section 1: There shall be at least an annual evaluation of each employee's job performance to be completed within the thirty (30) day period of fifteen (15) days prior to and fifteen (15) days subsequent to their anniversary date. The purpose of the evaluation is to constructively advise an employee of his/her strengths and weaknesses in meeting performance expectations.

An employee's probationary evaluation shall be completed within ten (10) days of the conclusion of the first half of the employee's probationary period. The final probationary evaluation is to be done at least ten (10) days prior to the completion of the probationary period.

Evaluations shall be completed by the employee's direct supervisor and then reviewed in a face-to-face meeting with the employee, or in the absence of the direct supervisor, the direct supervisor's direct supervisor. The evaluator shall recommend on the form what the employee must do to improve performance, as well as what he/she has been doing or will do to help the employee improve.

The Personal Evaluation Review shall include a review of the employee's personnel file if requested by the employee. Allegations and grievances against the employee will be in writing and a copy given to the employee, prior to entering the employee's personnel file.

1. The performance evaluation shall be reviewed by the Executive Director prior to the date of the employee's signature. The employee shall have the right to add a written statement indicating his/her specific reasons for disagreement. The employee may review his/her evaluation with the Executive Director or his/her designee if the employee's opinion of his/her job performance does not concur with that of the supervisor.

Section 2: Performance evaluations shall be used for the following purposes:

1. Evaluation of Employee Job Performance
2. Layoff/Job Abolishment
3. Removals, Suspensions, or Reductions
4. Promotions

Section 3: The employee shall be the last person to sign his/her performance evaluation and shall receive a copy of the evaluation no later than 15 calendar days subsequent to the date the evaluation is signed by the employee.

No additions or deletions shall be made to the evaluation after the employee signs, unless mutually agreed to by the employee and the Employer.

Section 4: The employee's signature on any performance evaluation shall not be viewed as the employee's agreement, but rather acknowledgement that the employee reviewed the evaluation.

Section 5: Any dispute discussed in Section 1 shall be accompanied by a statement from the employee detailing his/her disagreement.

ARTICLE 26 - TWENTY-FOUR (24) HOUR ON-CALL DUTY

Section 1: The Employer and the Union agree that Section 2151.421, Ohio Revised Code, mandating twenty-four (24) hour coverage by the agency, is an important professional component of the work schedule.

Section 2: The Employer will determine the work hours, rotating schedule, and training program for all bargaining unit employees, required or voluntary, who serve in such capacity.

Section 3: Assignment of such duty shall be compensated at the rate of five hundred fifty dollars (\$550.00) per week.

Section 4: Compensatory time shall be granted while on emergency on-call duty as follows: for all out of home work required during week nights, weekends, or paid holidays, one and one-half (1 ½) hours of compensatory time for each one (1) hour of time worked.

Section 5: Compensatory time of twelve (12) hours shall be credited to the employees assigned such duty for paid holidays.

Section 6: All part-time Youth Leaders will have twenty-four (24) hour on-call duty on a rotating basis. The on-call Youth Leader will be responsible to carry a beeper and be available to work uncovered shifts as required by the Agency. The on-call Youth Leader will be reimbursed ninety-five dollars (\$95.00) per week for this coverage and be compensated at their regular rate for any shifts worked. If the employee is called to work on a Holiday, the worker will be compensated at the Holiday rate.

ARTICLE 27 - COMPENSATORY TIME

Section 1: Compensatory time will begin after the normal full-time schedule (40 hours) in any calendar week. All bargaining unit employees are eligible for compensatory time but prior approval by the supervisor is required in order for an employee to earn compensatory time, except in cases of emergencies.

Section 2: Compensatory time shall be credited for all time worked in excess of forty (40) hours in any calendar week at the rate of one and one-half (1 ½) hours for each hour worked. Mandatory work-related duties on Saturday/Sunday (with the exception of group home staff) beyond the 40 hour work week shall be granted comp time.

Section 3: The use of compensatory time shall be requested on employee time sheets.

Section 4: Compensatory time will be given for any time spent away from home on after-hours visits per Section 1. All verifiable phone calls received at home (with the exception of Emergency On-Call Duty) will be given compensatory time per the respective supervisor's approval. Compensatory time will be granted in fifteen (15) minute increments rounded up to the nearest fifteen (15) minute increment.

Section 5:

- A. Comp time shall be credited to the employee. Employees can use accrued time in units of not more than four (4) days at a time. Hours shall be scheduled off within a reasonable period of time so as not to disrupt the needs of the agency.
- B. Employees who accrue more than 240 hours of comp time shall be paid for additional overtime hours of work, for all comp time accrued past the date of April 15, 1986, in line with federal wage and hour legislation. Payment shall be at the rate of time and one half.
- C. All accrued comp time will be paid at the employee's current rate of pay upon separation or retirement from the Agency.

ARTICLE 28 - PERSONAL DAYS

Section 1: The following provisions shall apply to all full-time employee members of the bargaining unit:

1. Each full-time employee shall, effective February 1 of each year, be credited with five (5) days of personal leave. Employees hired in after February 1 shall have their personal leave credit pro-rated according to the amount of time remaining in the year at the rate of 1.5385 hours per pay period remaining.

Employees may use personal leave for absence due to any matter of a personal nature upon giving reasonable notice and informing supervisor.

2. Employees with no sick time usage will be credited with four (4) hours personal leave per quarter where no sick time is used. Thus, an additional sixteen (16) hours of personal leave may be earned in one year. Personal time quarters for the purpose of this article run from February – April, May – July, August – October, and November – January.
3. When personal leave is used, it shall be deducted from the unused balance of the employee's personal leave on the basis of one (1) hour for every hour of absence.
4. Compensation for personal leave shall be equal to the employee's current hourly rate of pay.
5. Prior to October 31 of each year, employees shall complete a Personal Day Conversion Form to designate use/conversion of the unused balance of personal leave:
 - A. Carry forward a balance of twenty-four (24) hours to the following year. The maximum that can be carried forward is twenty-four (24) hours.
 - B. Convert up to fifty-six (56) hours to a cash benefit. The cash benefit shall equal one (1) hour of the employee's current hourly rate of pay for every hour of unused personal leave that is converted. The maximum number of hours that can be converted to cash benefit is fifty-six (56) (forty [40], plus up to sixteen [16] for sick leave incentive.)
 - C. Personal time earned from bonus days (Friday after Thanksgiving and Christmas Eve) must be used prior to October 31 of the following calendar year.
6. Personal leave shall not be used to extend a date of resignation or retirement, nor for the purpose of extending an employee's active pay status or accruing overtime or compensatory time.
7. When an employee resigns, he/she shall be paid for the balance of his/her accumulated personal leave.

ARTICLE 29 - SICK LEAVE

Section 1: As used in this section:

1. "Pay Period" means the fourteen (14) day period of time during which payroll is accumulated.
2. "Active Pay Status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave and sick leave.
3. "Leave Without Pay Status" means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.
4. "Full-Time Employee" means an employee whose regular hours of duty total eighty (80) hours in a pay period, and whose appointment is not for a limited period of time, excepting for Youth Leaders in the Residential Program, whose normal work schedule is less than eighty (80) hours in a pay period.

Section 2: The following provisions shall apply to all members of the bargaining unit:

1. Each full-time employee shall earn a maximum of 119.6 hours of sick leave per year. This sick leave shall be earned at the rate of 4.6 hours per pay period.
2. Part-time employees shall earn sick leave credit in the same manner as full-time employees, except that their sick leave shall accrue on a pro-rated basis according to the standard eighty (80) hour pay period, and the amount of time accrued in any pay period shall then directly relate to the number of hours worked.
3. Sick leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence, educational leave away from the agency, unpaid military leave, or if using donated sick time through the Sick Leave Bank as outlined in Article 42 of this Agreement.
4. Employees may use sick leave, provided a credit balance is available, upon approval of the responsible supervisor, department supervisor, and Executive Director for:
 - A. Absence Due to Personal Illness or Injury
 - B. Medical/Dental Appointments for Self or Immediate Family
 - C. Illness or Injury in the Employee's Immediate Family
5. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

6. Compensation for sick leave shall be equal to the employee's hourly rate of pay.
7. Sick leave usage shall be documented on the employee time sheets.
8. A statement from a licensed physician verifying that the employee was unable to work during the time sick leave is being charged must be submitted:
 - A. Each time an employee uses three (3) or more consecutive calendar days of sick time.
 - B. Each time within each calendar year that an employee uses sixty-four (64) hours of sick time, excluding job related injuries or diseases, such a statement must be provided for the remainder of that calendar year for any further sick time used. This will be up to the Executive Director's discretion.
 - C. Any sick time due to in-patient and/or outpatient hospitalization and physician authorized recuperation time from said hospitalization shall be excluded from the sixty-four (64) hour total.

Section 3: All bargaining unit employees shall, at the time of their retirement, provided that they have had ten (10) or more years of service within the state, county, or any of its political subdivisions, receive pay for all or part of their unused sick leave as follows: a maximum of twenty-five percent (25%) of total accumulated sick leave days will be paid, up to a maximum of twenty-five percent (25%) of one hundred twenty (120) days. No employee shall receive more than thirty (30) days pay.

Section 4: In the event of a worker's compensation claim, the employee will follow the established procedures of the county.

ARTICLE 30 - FUNERAL LEAVE

Section 1: As a part of this fringe benefit package, all full-time employees may take three (3) work days off with pay if the employee has a death in his or her immediate family (spouse, children, step-children, mother, father, sister, brother, grandparents, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of the parents of the employee.

Section 2: Full-time employees shall be entitled to take an additional two (2) days off with pay if the death is of their spouse, child, parent, step-children, sister, brother, grandchild, legal guardian, or other person who stands in place of the parents of the employee.

Section 3: All other bargaining unit members shall be permitted to use any accrued time for the purpose of this section if they are scheduled to work. Notice given to the employer shall be given at earliest knowledge.

ARTICLE 31 - LEAVE OF ABSENCE

Section 1: An employee may request of the Employer a leave of absence without pay for any personal reason (including maternity, child care, education, military, elderly care) for a maximum of one hundred eighty (180) calendar days. Leave may be granted for a maximum of five hundred forty (540) days, or eighteen (18) months, for the purpose of education, training, or specialized experience which would benefit the agency. Such request does not ensure that the Employer shall approve such leave.

Section 2: Sick and vacation leave is not earned while on leave without pay, but the leave shall be counted in determining extended vacation eligibility and overall county service time. Employees will not be granted this type of leave unless they sign a letter of intent to return to the agency upon expiration of said leave. An employee granted a leave of absence, for whatever purpose, is not guaranteed the same job as he or she held prior to the leave, but will receive at least the same amount of pay. Employees who are on leave, but not on active pay status, are responsible for payment of insurance co-pay.

Section 3: If the Employer denies a leave of absence, the employee shall be given the reasons for such denial in writing.

Section 4: Any absence from work without approval will be treated as absence without leave. Employees who are absent from work and have not received approval for this absence will be subject to disciplinary action up to and including termination. Any exceptions (based on unusual circumstances) must be approved by the Executive Director.

Section 5: All bargaining unit employees shall be entitled to leave as provided for by the Federal Family and Medical Leave Act (FMLA) of 1993.

ARTICLE 32 - HOLIDAYS

Section 1: All full-time employees of the bargaining unit are entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington/Lincoln Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

(The holiday begins at 12:00 a.m. of the actual holiday.)

Section 2: In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. This section applies only to full-time employees of the bargaining unit.

If a full-time group home employee is not scheduled to work on the day that the actual holiday falls (example: employee works Sunday – Thursday and holiday falls on Friday), the employee will be granted another day off to compensate for the holiday. This day must be pre-approved by the immediate supervisor and scheduled within a week of the holiday.

Section 3: Any full-time bargaining unit employee required to work on a paid holiday shall be compensated at a rate of two and one-half (2 ½) times his/her regular rate. Any part-time employee required to work on a paid federal holiday shall be compensated at a rate of two and one-half (2 ½) times his/her regular rate. Only the part-time employees who work on the actual date/day of the holiday shall receive holiday pay.

Section 4: Any additional holidays off with pay declared by the Governor or the Mahoning County Commissioners for other special purposes shall also be granted to the bargaining unit employees.

Section 5: Agency Bonus Days: Employees will be granted two bonus days off: (1) Friday after Thanksgiving and (2) Christmas Eve. As these days are not Federal holidays requiring overtime pay, any employee required to work on these days will be granted personal time equivalent to the work day, which may be exchanged for another day off. Bonus days must be used prior to October 31 of the following calendar year.

Section 6: Community Service Bonus Day: For the purpose of this Article, this day shall not be considered as a holiday. All employees donating blood with a certified Red Cross or other licensed agency, and with written verification from that agency, shall receive a one-half (½) day off with pay. No employee may use this benefit more than once every six (6) months. The purpose of this day is to donate blood; no selling of blood or plasma will be acceptable for the purpose of this Article. Bonus time must be used within six (6) months of accrual.

ARTICLE 33 - CONTINUING EDUCATION

Section 1: It is mutually agreed that Management and the Union are in favor of continuing education and recognize the benefits in offering career training and retraining for all employees in the bargaining unit. Casework staff is required to complete a specified number of hours of mandatory in-service training under O.A.C. 5101:2-33-55. Child care staff is required to have a specified number of hours of mandatory training under O.A.C. 5101:2-9-03. Clerical/support staff is required to complete 12 hours of training annually, based on a calendar year.

- A. To support staff to complete required training hours, a training incentive will be provided annually upon completion of designated training hours. Management will provide training options to ensure that all bargaining members are given the opportunity to participate in the training incentive programs at no cost to the employee.
- B. All training requests require prior supervisory approval.

Section 2: All employees, upon completion of graduate or undergraduate programs in Social Work, Sociology, Counseling, or a degree related to his/her field, shall receive an increase in salary equivalent to one step associated with his/her classification.

Section 3: Should the TOPS-PLUS Program or another State funded educational program become available, Continuing Education (Article 33) will be reopened.

ARTICLE 34 - ALL INSURANCE COVERAGE

Section 1: It is recognized by the Union and Management that until further notice, all life and hospitalization insurance benefits are in accordance with the County Commissioner's plan to include all county employee units in group policies.

Section 2: The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Employer.

Section 3: An employee may elect to "opt out" of the County's health care plan. The employee is eligible to receive compensation at the standard County rate for County employees choosing this option.

Section 4: It is mutually agreed by the Union and Management that during the period of this agreement, life or hospitalization benefits will be subject to renegotiating should the County make employee purchase options available.

Section 5: Effective February 1, 2015 through January 31, 2018, bargaining unit members will split the cost of monthly hospitalization premiums on the basis of 90% expenditure by Management and 10% expenditure by bargaining unit members.

ARTICLE 35 - EXPENSE REIMBURSEMENT

Section 1: Employees using their own vehicles in the performance of authorized job related duties shall be reimbursed. The rate of reimbursement shall be the current IRS allowance rate beginning with the first full month following ratification of this agreement.

Section 2: All affected employees shall be reimbursed within fourteen (14) days after filing the approved reimbursement form. The Employer shall not be held responsible for conditions in the offices of the County Auditor or the County Treasurer which may cause delay of such reimbursement.

Section 3: Reimbursement for meals shall be as follows:

- A. When an overnight stay is required, the employee may be reimbursed to a maximum of \$7.00 for breakfast; a maximum of \$11.00 for lunch; a maximum of \$19.00 for dinner. When an overnight stay is required, an employee may elect to forego reimbursement for breakfast and/or lunch in lieu of receiving reimbursement for dinner in excess of the \$19.00 maximum. In these circumstances, reimbursement for meals shall not exceed a total of \$37.00 per day.
- B. When an overnight stay is not required, the employee may be reimbursed for breakfast *only* if travel time begins prior to 7:00 a.m., and the employee may be reimbursed for dinner *only* if travel time extends beyond 6:00 p.m.
- C. In any case, such travel shall, as it relates to meal reimbursement, be clearly outside of Mahoning County, and a minimum of 40 miles from the agency office.

In all cases, meals will not be reimbursed unless the request is accompanied by receipts.

Section 4: Expense reimbursement for cars vandalized during working hours and on the job (according to O.R.C. 2909.05):

- A. The proper police reports and paper work along with three (3) estimates of damages will be presented upon written request for the funds.
- B. Reimbursement will consist of the employee's "deductible insurance" up to two hundred fifty dollars (\$250.00) per incident.

Section 5: The Employer shall provide parking at no cost to the employee.

Section 6: In the interest of employee safety and security in the field, social services staff may receive a \$40.00/month reimbursement for cell phone expenses with appropriate documentation and compliance with agency Cell Phone Reimbursement Policy.

Section 7: All requests for reimbursement are to be done on a monthly basis and submitted according to the deadline schedule provided by the Fiscal Department. Expense reimbursement forms will only be approved for the current month and one month prior. Total monthly reimbursements not exceeding twenty-five dollars (\$25.00) can be turned in quarterly. Any total reimbursement exceeding \$25.00 must be submitted according to Section 7 guidelines.

Section 8: In the event that there are multiple training sessions scheduled at the same time, an additional vehicle may be reimbursed with prior supervisory approval.

ARTICLE 36 - PROFESSIONAL LIABILITY INSURANCE

Each employee of the Mahoning County Children Services Board shall be granted full professional liability insurance coverage, either through agency self-insurance fund and/or insurance company, against claims which arise from professional services being offered by employees while acting within the scope of their duties.

Each employee shall be informed of the exact coverage provided and conditions of coverage no later than sixty (60) days after signing of the contract. New employees shall be informed of the exact coverage provided and conditions of coverage no later than seven (7) days after the date of hire.

ARTICLE 37 - RETIREMENT INCENTIVE PLAN

Section 1: In the event that the Mahoning County Children Services Board considers approval of an early retirement incentive plan, it is mutually agreed that this Article shall be reopened for negotiations within thirty (30) days of such notice by the Board.

Section 2: The retirement incentive plan shall be consistent with the Ohio Revised Code.

ARTICLE 38 - JURY DUTY

Section 1: When a bargaining unit employee is subpoenaed for jury duty by the United States, the State of Ohio, or a political subdivision, the employee shall be granted time off with full pay for said jury duty. All compensation received from the court for said jury duty is to be turned over to the Mahoning County Children Services Board for proper accounting and reimbursement.

Court appearances of a personal nature are not covered under this section. Compensatory time, vacation, personal days, or leave without pay must be taken to cover this time.

ARTICLE 39 - ADJUSTMENT OF GRIEVANCES

Section 1: The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

A class action grievance is one which affects a substantial number of employees in the same manner and may initially be presented by the Union President or Chief Steward at Step Three (3) of the Grievance Procedure.

Section 2: Each bargaining unit employee shall have the right to file a grievance through his/her authorized representative and to appeal such grievance through all successive steps of the Grievance Procedure. The Union shall be permitted to have an authorized representative present at any grievance hearing.

Section 3: It is mutually understood and agreed that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 4: Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 5: Meetings at which grievances are considered shall be scheduled between the worker and appropriate Union representatives and the appropriate Management representatives, but must be scheduled within the stated time frame.

If requested by either the Union or the Employer, minutes of any grievance conference shall be kept, but such minutes shall not constitute a contract between the Union and the Employer. These minutes shall indicate:

- A. the nature of the grievance
- B. the Union's position on the grievance
- C. the Employer's position on the grievance
- D. the disposition of the grievance
- E. date of the grievance meeting
- F. names and titles of the parties who met

Section 6: Other sections of this Article notwithstanding, time limits contained in this Article may be extended by mutual agreement between the parties. Such extension must be in written form.

Section 7: The following steps shall be followed in the processing of a grievance:

Step One (1): If an employee feels there has been an occurrence that warrants a grievance, the employee may file a grievance with his/her immediate supervisor. The grievance shall be in writing, dated and signed by the employee and/or union representative and submitted on the agreed upon form. The grievance shall state the facts of the grievance, indicate the contractual basis for filing the grievance, and the remedy requested. The immediate supervisor shall schedule a grievance meeting with the employee and union representation within fifteen (15) working days from his/her receipt of the grievance. The supervisor shall issue a written response within fifteen (15) working days from the date of this meeting.

Step Two (2): If the grievant and the immediate supervisor are unable to resolve the alleged grievance in Step One, the grievant, and/or his/her Union Representative, may process the grievance at Step 2 of the Grievance Procedure.

The alleged grievance will be presented, in writing, to the Chief Supervisor of the department in which the employee is assigned within fifteen (15) working days following the immediate supervisor's response. The written grievance shall state the specific Article and section of this Agreement alleged to have been violated, a brief set of facts, and the relief requested. Grievances must be submitted on the form mutually developed by Management and the Union.

It shall be the responsibility of the Chief Supervisor to schedule a meeting, investigate, and provide an appropriate written response to the grievant and the Union Chief Steward within fifteen (15) working days following the day on which the Chief Supervisor was presented the written grievance. The grievant shall be permitted a Union Representative present at this step of the Grievance Procedure.

Step Three (3): Within fifteen (15) working days of the receipt of Step 2 answer, the Union Representative may appeal the grievance to the Executive Director or his/her designee. Any grievance so appealed shall be met on within fifteen (15) working days. The meeting shall be held during the Agency's typical hours of operation, at a mutually agreed upon time, but no later than fifteen (15) working days from the time of the appeal, between the Executive Director and/or his/her designee, the grievant, and the Union's Representative(s). The Union's Representatives may consist of the CWA Local President or his/her designee, the Chief Steward, and the Grievant/Steward who filed the grievance.

The Executive Director or his/her designee shall investigate and shall respond in writing to the grievant and the Union President within fifteen (15) working days following the meeting. If denied, the response shall state with particularity the reasons for the denial of the grievance.

Step Four (4):

- A. Any grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition within fifteen (15) working days.
- B. Within sixty (60) days of the effective date of this Agreement, Union and Management will choose a standing panel of five (5) arbitrators selected from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the arbitrator. Arbitration proceedings must be initiated in writing within fifteen (15) working days from the date the written response is due of such grievance at Step Three (3) in the Grievance Procedure. The parties shall meet within fifteen (15) working days from notice to proceed to arbitration and use the alternate strike method from the standing panel to select an arbitrator. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures related to the hearing shall be in accordance with the rules and regulations of the FMCS.
- C. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
- D. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievances or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspensions greater than five (5) days, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the Grievance Procedure.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitral. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording or request a copy of the transcript.

ARTICLE 40 - WAGES

Section 1: All employees shall be paid in accordance with the rates as set forth in Exhibit 3. Employees successfully applying for a position that is a demotion shall be compensated as the rate established in the wage scales. Lateral classification changes will receive the same rate of pay associated with the employee. Employees successfully applying for a promotion shall receive the rate assigned to the classification as set out in the wage scales.

Section 2: New employees shall be placed on the scale established for the classification for which they are hired at the base rate for that classification. Employees, who have verified prior work experience in the same, or substantially similar, classification with a public child welfare agency in the state of Ohio, shall be given credit for one step per three years of prior experience up to a maximum of three steps.

Section 3: Employees shall move to the next higher step of the wage scale upon anniversary of their longevity date.

Section 4: Promotions into the Lead Caseworker classification shall be managed in accordance with the vacancy posting procedures contained within this agreement. Lead Caseworkers shall be appointed for a two year term. At the completion of the second year, the position will be reposted. The Lead Caseworker occupying the position at the time of the posting may apply, but is not guaranteed the position.

Should a Lead Caseworker step down from the lead casework classification prior to the completion of his/her two year term, the position will be posted.

If a Lead Caseworker transfers to another unit, he/she must wait for the next opening to apply to become the Lead Caseworker in that Unit. The Lead Caseworker position shall be deemed vacated and will be posted according to the procedures of this Article.

If a Lead Caseworker is not selected, the position will be posted annually until an appropriate caseworker is identified to fill the position.

Section 5: Work Rule Article 33-A and Article 40-A shall remain in effect for the full term of this agreement and shall not be rescinded without the consent of the Union.

ARTICLE 41 - CASE ASSIGNMENTS

Section 1: Staffing Guidelines

- A. The agency shall consider projected turnover and anticipated activity levels when staffing for each program and function.
- B. The agency shall make reasonable efforts to avoid staffing shortages. Such efforts may include but shall not be limited to the use of floaters, transferring positions, filling positions which are temporarily unoccupied due to leave of absence and/or filling vacant authorized positions, as funding permits.
- C. If regular full-time employees are utilized in a floater assignment, the agency shall, whenever practicable, select among volunteers.

Section 2: Case Assignments

A. General

- The agency and the Union accept the principle that cases shall be equitably distributed within each work group. Each caseworker shall have case assignments generally comparable to that of other caseworkers in the same type of work assignment.

B. Case Assignments

- All caseload statistics shall be furnished to the Union upon request.
- Management will attempt to limit case assignments as prescribed by the Child Welfare League of America standards and within State of Ohio averages for workers similarly situated. For the duration of this contract, the recommended average target case assignment levels shall remain in effect at current levels.

C. Case Assignments Dispersal

- For the duration of the contract, cases in the Intake and Family Services Departments will be assigned on a rotational basis, and a listing will be made available to each unit on an ongoing basis.
- Each unit supervisor will assign cases to their respective unit rotationally. Workers can exchange cases at the point of assignment when mutually agreed, *and* with the supervisor's approval.
- Management reserves the right to assign cases non-rotationally if, in judgment, such assignments would benefit the client/family or agency operations, with an explanation, if a dispute should arise. In such events, management would equalize assignments beginning with the next case.

D. Performance Ratings

- The number of cases assigned to a caseworker during a calendar year shall be considered when the employee's Performance Evaluation Report is prepared. An employee's overall performance ratings shall be based on ratings received in all performance factors in the Performance Evaluation Report.
- When, in the judgment of the supervisor, an employee carries a target rate which is above or below the target rate for the program, it shall be considered and noted in the employee's Performance Evaluation Report.

E. Uncovered Caseloads

- If a caseload is to be uncovered for more than two (2) weeks due to sick leave or vacation, a floater or the supervisor is responsible for working the uncovered cases, as they pertain to non-emergency matters, according to Article 8.
- If a caseload is to be uncovered for more than two (2) weeks due to employee suspension or any other long term leave, a floater will be temporarily assigned to cover non-emergency matters according to Article 8.
- Emergencies in caseloads will be handled at the supervisor's discretion.

RECOMMENDED AVERAGE TARGET CASELOADS

It is hereby mutually agreed to by Management and the Union that the following are recognized as the recommended average target caseloads:

<u>DEPARTMENT</u>	<u>MONTHLY ONGOING CASES</u>	<u>NEW CASES PER MONTH</u>
Intake	3	15
Abuse	5	15
Resource	15	3
Family Services	15	3
Residential	15	3
Home Management Consultant	15	3

ARTICLE 42 - LEAVE DONATION PROGRAM

Members of the bargaining unit Communications Workers of America may donate paid sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to a life threatening serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family is provided in Article 2 (Definitions) of this contract.

- A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
1. Has a serious illness or injury;
 2. Has a member of his or her immediate family with a serious illness or injury and the employee's presence is required;
 3. Has no accrued sick, personal, vacation, or compensatory time and;
 4. Has applied for any paid leave of worker's compensation for which the employee is eligible;
 5. Has successfully completed his/her probationary period;
 6. Has made the request for Leave Donation prior to him or her returning from sick leave.
- B. Employees may donate leave if the donating employee:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned, and
 2. Donates a minimum of eight (8) hours, and/or a maximum of eighty (80) hours per pay period, and
 3. Retains a combined leave balance of at least two hundred forty (240) hours. Leave shall be donated in the same manner in which it would otherwise be used.
 4. Is on active pay status during the time the donated leave is used. In the event of notice of departure from the agency, sick time may only be contributed in response to a specific request for donated leave according to the established guidelines.
- C. The Leave Donation Program shall be administered by the Union with notification of usage to the Employer, on a pay period by pay period basis. Employees using donated leave shall be considered on active pay status. Donated leave shall be considered sick leave, but shall never

be converted into a cash benefit.

D. Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated leave is intended, and
2. The type of leave and number of hours to be donated, and
3. That the employee will have a minimum combined leave balance of at least two hundred forty (240) hours, and
4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. The Employer shall ensure that no employees are forced to donate leave. The Employer shall respect an employee's right to privacy. However, the Director may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. The Employer shall not directly solicit leave donations from employees; the donation of leave shall occur on a strictly voluntary basis.

ARTICLE 43 - TECHNOLOGICAL CHANGE

Section 1: Management and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties will therefore attempt to limit the detrimental effects of any such technological change by creating a joint committee to be known as the Technological Change Committee to oversee problems and recommend solutions as set forth below:

Such committee will consist of not more than three (3) representatives from Management and not more than three (3) representatives from the Union. Such Committee may be convened at the option of either party at mutually agreeable times.

The purpose of the Committee is to provide for discussion of technological changes which may affect employees represented by the Union. Management will notify the Union at least three (3) months in advance of planned technological changes. Meetings of the committee will be held as soon thereafter as can be mutually arranged. At such meetings, Management will advise the Union of its plan with respect to the introduction of such changes and will familiarize the Union with the progress being made.

The impact and effect of such changes on the employees shall be appropriate matters for discussion. Such discussions may include:

1. What steps might be taken to offer employment to employees affected.
2. The feasibility of Management providing training for other assignments for the employees affected.

The committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that Management can make well-informed decisions regarding the matters covered by this provision.

Section 2: The Union and Management recognize that all electronic communication/ technical equipment (computers, lap tops, voice mail, etc.) are agency property and are provided for work-related purposes.

Section 3: Due to unknown technological changes by the implementation of SACWIS, the Union and Management may exercise the right to reopen this article for such purpose.

ARTICLE 44 – CALAMITY DAYS

Section 1: If an agency facility is closed due to an emergency declared by Mahoning County Commissioners, the State of Ohio or the Executive Director of the Agency, employees scheduled to work at that specific facility shall not suffer loss of regular pay. Employees not scheduled to work because of scheduled days off will be charged for the leave regardless of the declared emergency.

Section 2: If the employee's primary agency facility remains open and an employee cannot get to work due to calamity conditions, benefit time may be used with supervisory approval. Said approval shall not be unreasonably withheld, provided the employee follows the proper call off procedure and has time available.

ARTICLE 45 - CONTRACT DURATION/COLLECTIVE BARGAINING

Section 1: This collective bargaining agreement shall remain in full force and effect from 02/01/15 (retroactive) until 01/31/18. Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration of this agreement. Discussions will begin no later than sixty (60) days prior to the expiration date of this agreement. In the event the parties are negotiating for a new agreement or modification of the agreement, the terms and conditions hereof shall continue in effect for a period of ninety (90) calendar days so long as such continue for a new or modified agreement. The Union negotiating committee, to be comprised of no more than five (5) employees appointed by the Union, shall be permitted to attend negotiating meetings with the Employer representatives without loss of pay relative to securing agreement renewal to the extent that such meetings are scheduled during duty hours of the employees so attending. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

Section 2: It is the intention of the Board and the Union, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations therein in such a manner as to reach a new agreement on or before the termination date of this contract.

EXHIBIT NO. 1 - BARGAINING UNIT

The list of "Bargaining Unit" classifications at Mahoning County Children Services shall include the following:

- A. Lead Child Welfare Caseworker
- B. Child Welfare Caseworker
- C. Part-Time Child Welfare Caseworker
- D. IT Specialist 1
- E. IT Specialist 2
- F. Account Clerk
- G. Part Time Account Clerk
- H. IV-E Coordinator
- I. Clerical Specialist
- J. Legal Secretary
- K. Technical Typist
- L. Telephone Operator
- M. File Clerk
- N. Mail Clerk
- O. Family Services Aide
- P. Maintenance Repair Worker
- Q. Youth Leader
- R. Part-Time Youth Leader

EXHIBIT NO. 2 - DUES DEDUCTION AUTHORIZATION

To the Mahoning County Children Services:

I hereby authorize and request you to deduct from weekly payments due me as an employee, unless otherwise agreed to by the Union and the Board, an amount equal to the Union Dues specified in the bylaws of the Local representing me in the Communications Workers of America and to remit this amount to the authorized representative of the Communications Workers of America.

It is understood that this deduction shall commence as soon as this authorization can be processed and shall continue until my termination from the Mahoning County Children Services Board, my transfer from the bargaining unit or my written notice to the Board requesting that this deduction be canceled. This deduction shall be suspended during a period of leave of absence of more than one month's duration and automatically reinstated effective upon return from leave.

In the event that there are insufficient payments in a pay period to cover this deduction, the deduction shall be made in a subsequent pay period in which there are sufficient payments to cover the deduction.

The Mahoning County Children Services Board assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the authorized representative of the Communications Workers of America.

Date Hired

Payroll Number

Social Security Number

Check Digit

Signature of Employee

Print Full Name as Shown Above

Date

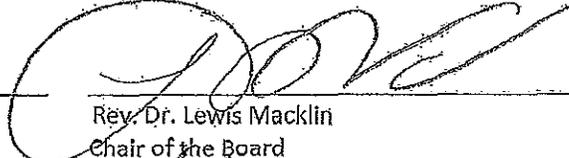
EXHIBIT 3

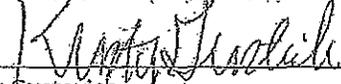
	STEP	1	2	3	4	5	6	7	8	9	10	11	12	
	Service Ye	4	5	6	7	8	9	10	11	12	13	14	15	
Lead Caseworker	n/a	\$17.22	\$17.70	\$18.19	\$18.67	\$19.16	\$19.64	\$20.13	\$20.61	\$21.10	\$21.58	\$22.07	\$22.55	
Caseworker		\$15.73	\$16.22	\$16.70	\$17.19	\$17.67	\$18.16	\$18.64	\$19.13	\$19.61	\$20.10	\$20.58	\$21.07	\$21.55
IT2		\$15.27	\$15.60	\$15.94	\$16.27	\$16.60	\$16.94	\$17.27	\$17.60	\$17.93	\$18.27	\$18.60	\$18.93	\$19.27
IT1		\$13.75	\$14.08	\$14.42	\$14.75	\$15.08	\$15.42	\$15.75	\$16.08	\$16.41	\$16.75	\$17.08	\$17.41	\$17.75
Maintenance/Account Clerk		\$12.50	\$12.92	\$13.33	\$13.75	\$14.16	\$14.58	\$15.00	\$15.41	\$15.83	\$16.24	\$16.66	\$17.08	\$17.49
Legal Secretary		\$11.75	\$12.17	\$12.58	\$13.00	\$13.41	\$13.83	\$14.25	\$14.66	\$15.08	\$15.49	\$15.91	\$16.33	\$16.74
Youth Leader		\$11.50	\$11.96	\$12.42	\$12.87	\$13.33	\$13.79	\$14.25	\$14.71	\$15.16	\$15.62	\$16.08	\$16.54	\$17.00
Clerical Specialist		\$11.50	\$11.91	\$12.33	\$12.75	\$13.16	\$13.58	\$14.00	\$14.41	\$14.83	\$15.24	\$15.66	\$16.08	\$16.49
Unit Aid		\$11.50	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00	\$14.50	\$15.00
Technical Typist		\$10.75	\$11.17	\$11.58	\$12.00	\$12.41	\$12.83	\$13.25	\$13.66	\$14.08	\$14.49	\$14.91	\$15.33	\$15.74
File Clerk/Telephone Op		\$10.25	\$10.67	\$11.08	\$11.50	\$11.91	\$12.33	\$12.75	\$13.16	\$13.58	\$13.99	\$14.41	\$14.83	\$15.24
Mail Clerk		\$9.50	\$9.83	\$10.17	\$10.50	\$10.83	\$11.17	\$11.50	\$11.83	\$12.16	\$12.50	\$12.83	\$13.16	\$13.50

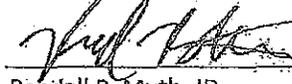
For:
Communication Workers of America

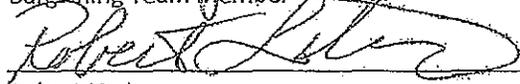
For:
Mahoning County Children Services Board

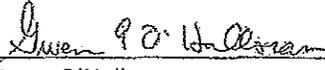

Patrick Carlini
CWA Local 4300 Director of Public Sectors


Rev. Dr. Lewis Macklin
Chair of the Board

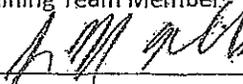

Kristy Gustovich
Bargaining Team Member


Randall B. Muth, JD
Executive Director


Robert Litch
Bargaining Team Member

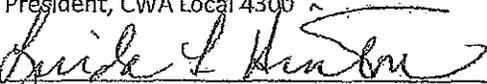

Gwen O'Hallaron
Bargaining Team Member

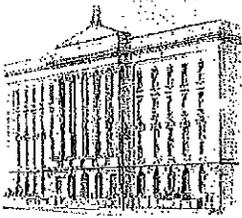
For:
Mahoning County Board of Commissioners


Jason Kalish
Vice President, CWA Local 4300

President
Mahoning County Board of Commissioners


Richard Schrader
President, CWA Local 4300


Linda Hinton
District 4 Vice President
Communications Workers of America



Board of Mahoning County Commissioners

21 West Boardman Street, Suite 200 Youngstown, OH 44503 ~ Phone: (330) 740-2130 Fax: (330) 740-2006

County Commissioners

David C. Ditzler • Carol Rimedio-Righetti • Anthony T. Traficanti

Clerk of the Board

Nancy Laboy

April 30, 2015

Mahoning County Children Services
222 W. Federal Street, 4th Floor
Youngstown, OH 44503

Attention: Randall B. Muth
Executive Director

RE: Request for Approval of Collective Bargaining Agreement

Dear Mr. Muth:

Your office has presented to the Mahoning County Board of Commissioners the recently negotiated collective bargaining agreement between the Mahoning County Children Services Board and the Communication Workers of America. In accordance with Ohio Revised Code, Section 4117.10(B) you have requested the Board's approval of said contract.

Thirty days have passed since the submission and no action has been taken by the Board of County Commissioners; therefore, pursuant to ORC 4117.10(B) this submission is deemed approved. If you have any questions regarding this correspondence please contact Karen U'Halie, Mahoning County Human Resources Director.

Respectfully,

David C. Ditzler, President
Mahoning County Commissioner

Anthony Traficanti, Vice President
Mahoning County Commissioner

Carol Rimedio-Righetti
Mahoning County Commissioner

Enclosure