04-22-16
14-MED-10-1565
0890-02
K34466

AGREEMENT

BY AND BETWEEN

The Greene County Department of Job & Family Services

AND

The Professionals Guild of Ohio

Effective: February 16, 2015
Expires: February 15, 2018

TABLE OF CONTENTS

ARTICLE 1	MANAGEMENT RIGHTS	2
ARTICLE 2	UNION RECOGNITION	2
ARTICLE 3	UNION BUSINESS	3
ARTICLE 4	UNION SECURITY	5
ARTICLE 5	GRIEVANCE PROCEDURE	6
ARTICLE 6	WORK RULES	9
ARTICLE 7	NON-DISCRIMINATION	9
ARTICLE 8	LABOR-MANAGEMENT COMMITTEE	9
ARTICLE 9	JOB POSTING	9
ARTICLE 10	SENIORITY	10
ARTICLE 11	SAFETY AND HEALTH	11
ARTICLE 12	CORRECTION ACTION AND PERSONNEL FILES	11
ARTICLE 13	PERFORMANCE EVALUATION	12
ARTICLE 14	CLASSIFICATION SYSTEM	12
ARTICLE 15	LAYOFF AND RECALL	13
ARTICLE 16	HOURS OF WORK AND OVERTIME	14
ARTICLE 17	SICK LEAVE	15
ARTICLE 18	LEAVES OF ABSENCE	18
ARTICLE 19	MILEAGE	20
ARTICLE 20	CALL-OUT AND REPORTING PAY	20
ARTICLE 21	HOLIDAYS	21
ARTICLE 22	VACATION LEAVE	21
ARTICLE 23	INSURANCE	22
ARTICLE 24	TUITION REIMBURSEMENT	23
ARTICLE 25	NO STRIKE-NO LOCKOUT	23
ARTICLE 26	WAGES	24
ARTICLE 27	CELL PHONE REIMBURSEMENT	26
ARTICLE 28	SAVINGS CLAUSE	26
ARTICLE 29	PERSONAL LEAVE	26
ARTICLE 30	REST PERIODS	27
ARTICLE 31	SUBCONTRACTING	27
ARTICLE 32	WAIVER IN CASE OF EMERGENCY	27
ARTICLE 33	DURATION OF AGREEMENT	28
APPENDIX A	SALARY RANGES AND HIRING STEPS	30
APPENDIX B	CASEWORKER COMPETENCIES	31

ARTICLE 1 - MANAGEMENT RIGHTS

1.1. Enumeration of Specific. The Union agrees that the Employer retains the exclusive right to administer the business of the Department, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union agrees that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, except to the extent specifically modified by this Agreement, including but not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, demote, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees.

B. To manage and determine the location, type and number of physical facilities, equipment, programs, the work to be performed and utilization of technology.

C. To determine the Department's goals, objectives, programs and services and to utilize personnel in a manner designed to effectively meet these programs.

D. To determine the size and composition of the work force and the Department's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs.

E. To determine the hours of work, employee schedules, and to establish the necessary work rules for all employees.

F. To create and abolish job classifications and to determine when a job vacancy in a classification exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.

G. To determine the Department budget and uses thereof.

H. To maintain the security of records and other pertinent information.

I. To effectively manage the work force.

ARTICLE 2 - UNION RECOGNITION

2.1. Exclusive Representative and "Bargaining Unit" Defined. The Board of Greene County Commissioners and the Greene County Department of Job & Family Services (hereinafter referred to as the "Employer" or "County") recognizes the Professionals Guild of Ohio (hereinafter referred to as "Union" or "PGO") as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits, and other conditions of employment for those

employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in Case No. 96-REP-03-0053, as amended by Case No. 98-REP-10-0247. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in and holding the following classifications:

Included: All professional employees, including Child Welfare Caseworkers I, II, III and IV.

Excluded: All other employees.

2.2. Bargaining Unit Exclusions. Notwithstanding the provisions of this Article, management, confidential, supervisory, seasonal, and intermittent employees, shall not be included in the bargaining unit. A seasonal employee is one who is employed on a temporary basis for a particular season or seasons of the year.

2.3. Exclusive Representation. The Employer will not recognize any other Union as the representative for any employees within the bargaining unit as certified by SERB in Case No. 96-REP-03-0053, as amended by Case No. 98-REP-10-0247.

2.4. Part-Time Employees. For the purpose of this Agreement, a part-time employee shall be an employee whose regular hours of employment are less than twenty-one (21) hours per week.

ARTICLE 3 - UNION BUSINESS

3.1. Union Representative Recognition. The Employer agrees to admit not more than two (2) union business representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The business representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing the Union Representative gives reasonable notice in advance and upon arrival, identifies himself and obtains authorization from the Employer's designated representatives before contacting any employee.

3.2. Notification to Employer of Representatives. The Union shall submit in writing the names of the employees who act as Chief Steward or Stewards for processing grievances as outlined in the Grievance Procedure. The Employer shall recognize no more than three (3) employees (one of which shall be the Chief Steward) as Union Representatives, who are all employees of the bargaining unit. Stewards shall be recognized as representatives as provided herein.

3.3. Roster of Union Officers. The Union shall provide to the Employer an official roster of its Local Union Officers and Stewards which is to be kept at all times and shall include the following:

(1) Name
(2) Address
(3) Home Telephone Number
(4) Union office held

The Union also shall provide to the Employer the name of the Union Business Representative and the address and telephone number of the Union Office in Columbus, Ohio. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

3.4. Activities of Union Steward. A steward will be permitted reasonable leave without pay to investigate and process grievances during working hours, provided the steward first obtains the permission of his immediate supervisor and the permission of the supervisor of any employee with whom the steward intends to speak if the employee will be on agency time. The involved employee will be permitted reasonable leave without pay. Such permission shall not be unreasonably withheld.

3.5. Admittance to Facilities and Work Sites. Rules governing the activity of Union representatives are as follows:

> The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

3.6. Bulletin Board. The Employer shall provide one bulletin board in the work facility. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

1. Recreational and social events;
2. Election and election results;
3. Notice of Union Appointments;
4. Notices of membership meetings and reports and minutes thereof, and
5. Other official union business transmitted from the Local Union.

If the Union desires to post any other information or material, the Union shall first submit same to the Director for his approval. The Employer shall have the sole discretion to approve or disapprove of said posting(s). The Union agrees not to post any material of a defamatory, political or libelous nature.

3.7. The Employer agrees to furnish the Union President with a copy of the Personnel Action forms of bargaining unit personnel.

3.8. Leave of absence without pay shall be granted to Union members to attend Union conventions, conferences, and workshops, subject to the needs of the Employer.

3.9. New Employee Orientation. A Union Officer and a Professionals Guild of Ohio staff member may meet on the Employer's premises prior to 8 A.M. or after 5 P.M., with new Caseworkers, who are not on duty, for new employee orientation.

3.10. Distribution Activities. The Union will be permitted to use the intra-agency mail delivery to distribute Union material.

ARTICLE 4 - UNION SECURITY

4.1. Membership Availability. The Employer and The Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining unit under the terms of the Union's Constitution and By-Laws.

4.2. Dues "Check-Off". The Employer agrees to deduct regular membership dues each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which Union dues are regularly deducted.

4.3. Disclaimer of Responsibility-Re: "Check-Off". It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4.4. Termination of "Check-Off". The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with its terms or with applicable law.

4.5. Limitation of "Check-Off". The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

4.6. Errors in "Check-Off". It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

4.7. Annual Certification by Union Treasurer. The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to request the Greene County Auditor to furnish the Treasurer of the Union a warrant in the aggregate

amount of the deduction.

4.8. Correction of Deduction. The Employer will not deduct more than two (2) months' regular dues from the pay of any Union member, nor will the Employer deduct more than one (1) month's regular dues for more than one (1) consecutive month.

4.9. Duration of Authorization. Each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies in writing, during the period of 120 to 60 days prior to the expiration of this Agreement or upon the expiration of this Agreement, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and a copy of the written revocation shall be forwarded to the Union.

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

(b) This Section shall take effect on the first day of the month following delivery to the Employer of written proof of current Union membership of eighty five percent (85%) of the entire bargaining unit, excluding vacant positions as determined on the first working day of every calendar quarter. If the Union membership reaches eighty five percent (85%), fair share fee shall remain in effect for the duration of the Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1. Definition. A grievance is any dispute which a bargaining unit employee has concerning the interpretation, application, or alleged violation of the express provisions of this Agreement.

5.2. Time Limit for Filing. All grievances must be submitted within fifteen (15) work days after the occurrence of the act or events giving rise to the alleged grievance, or within fifteen (15) work days of the date the employee should have known of the events given rise to the alleged grievance, whichever is later.

5.3. Procedures. All grievances are to be settled in accordance with the grievance procedure set forth below. The grievant shall identify in writing that part of the Agreement about which he claims to be aggrieved.

Step 1. Any employee, with or without his Union Steward, shall discuss the complaint with his immediate supervisor. It shall be discussed verbally and if settled, no further action shall be taken.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the complaint to Step 2, the employee must present the grievance in writing seven (7) working days following the Step 1 meeting to the immediate supervisor. The immediate supervisor may reply to the grievant within seven (7) working days after the grievance is submitted to him in writing. If an employee does not agree with the response or does not receive a reply to his written grievance within seven (7) working days, his grievance may be taken to Step 3 of the Grievance Procedure. A Step 3 grievance must be filed within seven (7) working days after the employee receives his reply or should have received his reply.

Step 3. If the grievance is not settled in Step 2 and the employee wishes to appeal the complaint to Step 3, the employee must present the written grievance within seven (7) working days to the applicable Manager/Administrator. The Manager/Administrator will investigate, make inquiries and may hold a meeting on the grievance and may provide a written reply within seven (7) working days after the meeting. If the employee does not receive a satisfactory reply to his written grievance within seven (7) working days, or the employee receives no reply to his written grievance at the end of the seven (7) working days, his grievance may be taken to Step 4 of the Grievance Procedure within seven (7) working days after the date the reply was or should have been received.

Step 4. If the grievance is not settled at Step 3 and the employee wishes to appeal the grievance to Step 4, the employee must present the written grievance within seven (7) working days to his Director. The Director, or his nominee, will hold a meeting with regard to the grievance within ten (10) working days following receipt of the grievance. The Director, or his nominee, shall reply to the grievant in writing within fourteen (14) working days from the termination of the meeting.

Step 5. If the grievance is not settled at Step 4 and the employee wishes to appeal the grievance to Step 5, the employee must present the written grievance within seven (7) working days to the County Administrator. The County Administrator, or his nominee, will hold a meeting with regard to the grievance within ten (10) working days following receipt of the grievance. The County Administrator, or his nominee, shall reply to the grievant in writing within fourteen (14) working days from the termination of the meeting.

Step 6. a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must provide written notice to the Employer's Director for arbitration within thirty (30) days of receipt of the Step 5 answer. The parties shall immediately jointly request the Federal Mediation Conciliation Service to submit a list or lists of arbitrators. The parties shall alternatively strike names with the party invoking arbitration striking the first name, until a name remains that is mutually satisfactory. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union requesting that he set a time and date, subject to the availability of the Department and Union representatives. All arbitration hearings shall be held in Xenia, Ohio (unless the parties mutually agree otherwise).

b) The arbitrator shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a

decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of state or local laws. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

c) The fee and expenses of the arbitrator, including providing a transcript of the hearing, shall be divided equally between the County and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

5.4. Union Representation. In all steps of the Grievance Procedure an employee shall have the right to process the grievance himself or to be represented by the Union. However, the Chief Steward of the Union shall be notified of any meetings called for the adjustment of a grievance and shall have the right to be present or to send another steward.

5.5. Probationary Employees. Probationary employees may not grieve a probationary discharge.

5.6. Group Grievances. Where a group of employees desire to file a grievance or complaint involving a situation affecting each employee in the same manner, one employee selected by the group will process the grievance.

5.7. Time Limits. The parties may by mutual agreement waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

5.8. Working Days. The term "working days" as used in this Article shall mean the days Mondays through Fridays inclusive and excludes Saturdays, Sundays and holidays on which County operations are closed.

5.9. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon mutual agreement of both parties.

5.10. Witnesses. Employees will not suffer a loss in pay when attending any meeting of the Grievance Procedure. The calling of witnesses shall not unreasonably interfere with the operations of the agency.

ARTICLE 6 - WORK RULES

6.1. Right to Promulgate. The Union recognizes that the Employer has the right to promulgate reasonable work rules. Such rules shall either be posted or distributed to all employees.

6.2. Advance Notice of Changes. The parties recognize that it is the philosophy of the Employer to inform the Union at least ten days in advance of any changes in the work rules, whenever possible.

6.3. Rules in Conflict with Agreement Invalid. Should any work rules conflict with the specific provisions of this Agreement, such rule(s) shall be invalid.

6.4. Copies of Labor Agreement. As soon as possible following the signing of this Agreement but not to exceed sixty (60) calendar days following endorsement, all bargaining unit employees will receive one (1) copy of this Agreement from the Employer.

ARTICLE 7 - NON-DISCRIMINATION

7.1. References to Male and Female Employees. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

7.2. Union Membership is Voluntary. The Union and the Employer agree not to discriminate for or against any bargaining unit employee because of his membership or non-membership in the Union. However, the Union reserves the right to deny to non-member bargaining unit employees those rights that are provided only to members of the Union.

7.3. Reasonable Accommodations. The Union and the Employer recognize their mutual obligations under the A.D.A. and O.R.C. 4117 as they relate to disabilities. The parties agree to negotiate actions required by those laws.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE

8.1. In the interest of sound employee/employer relations, a joint department committee consisting of no more than four (4) persons appointed by each party, may convene whenever the parties wish to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and to find solutions to common problems.

ARTICLE 9 - JOB POSTING AND TRANSFERS

9.1. All Vacancies to be Posted. When a permanent vacancy occurs, the Employer shall post for seven (7) working days a notice of the opening stating the job classification and rate of pay.

9.2. Employees to Apply In Writing. Employees who wish to be considered for the posted job must file a written application or a letter of interest and an updated resume with the Employer by the end of the posting period.

9.3. Employer Declares Existence. The Employer will decide when a permanent vacancy exists. The bidding procedure as described shall only apply to bargaining unit permanent vacancies.

9.4. Seniority as Applied to. The applications timely filed will be reviewed by the Employer. Selection for bargaining unit positions will be made on the basis of skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are substantially equal, seniority shall govern.

9.5. Temporary Vacancies. Due to the nature of a position and in order to prevent interruption of a service, the County shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position. As such as is practicable, the employer will limit such temporary assignments to sixty (60) calendar days, except in cases of vacancies resulting from approved leave.

9.6. Probationary Period. An employee selected for the position will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during the one-hundred eighty (180) calendar day probationary period. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former classification. Probationary reductions are only grievable to the fourth step.

9.7. Probationary Employee. A person in the initial probationary period is not eligible for promotion.

9.8. Lower Classification. An employee accepting a lower rated position shall receive the rate of pay specified for that classification in Appendix A of the Labor Agreement at the rate closest to the employee's current rate, less the amount of the promotional increase, but not greater than the highest rate for that classification.

ARTICLE 10 - SENIORITY

10.1. Definition. For purposes of this Agreement seniority is defined as length of continuous full time service since their last day of hire with the Employer. In the event of a tie in seniority, seniority will be determined by employee's date of original application.

10.2. New Hire Probationary Period. No employee shall acquire seniority rights under this Agreement until he has been continuously employed by the Greene County Department of Job & Family Services for one hundred eighty (180) calendar days. During this period, he shall be considered a probationary employee. In the case of layoff, bumping and recall, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, seniority will be retroactive to the date of hire.

10.3. Probationary Removal. A new hire probationary employee may be discharged without cause at the discretion of the Employer, provided however that the discharged probationary employee shall have the right to a meeting with the Employer and be provided with the reasons for his removal. The Union shall be notified of the meeting and shall be permitted to send a representative.

10.4. Extension. Upon agreement of the affected employee, the Union and the Employer, a newly appointed employee's probationary period may be extended for not more than one hundred twenty (120) calendar days.

10.5. Termination. Seniority and the employment relationship shall be terminated when an employee:

a. quits; or
b. is removed pursuant to Article 12.

ARTICLE 11 - SAFETY AND HEALTH

11.1. The Employer will provide working conditions in compliance with the requirements of the State of Ohio and the federal government.

11.2. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods.

11.3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles when in their care provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

ARTICLE 12 - CORRECTIVE ACTION AND PERSONNEL FILES

12.1. Employee Tenure. The tenure of every employee shall be during good behavior and efficient service. The Employer reserves the right to reduce in pay or position, suspend, discharge or remove an employee for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance nor shall the Employer take any form of corrective action against any employee except for just cause.

12.2. Discipline. Employees shall be entitled to a pre-disciplinary hearing with Union representation prior to the imposition of a disciplinary suspension or removal. The hearing shall be conducted by a hearing officer not employed by Greene County Department of Job & Family Services.

12.3. Copies to Employees. An employee shall be given a copy of any reprimand or evaluation entered in his personnel record.

12.4. Employee Access to Personnel File. An employee shall have access at his place of employment to his personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and Director, or his represented designee. The employee may be accompanied by his personal representative in such inspection. An employee may request copies of materials in his personnel file. The cost to the employee shall be $.10 per page, unless otherwise mandated by state law.

ARTICLE 13 - PERFORMANCE EVALUATION

13.1. There shall be an evaluation with respect to performance efficiency at least twice during the employee's probationary period and once during each calendar year. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form for inclusion in the personnel file.

13.2. If the employee disagrees over any part of the evaluation, it is the employee's right to submit written comments within seven calendar days of receipt of the evaluation form. The employee's comments shall be stapled to the evaluation form and the attachment so noted on the face of the form.

13.3. An employee may file a grievance concerning a performance efficiency rating and may appeal said grievance only to Step 4 of the Grievance Procedure.

ARTICLE 14 - CLASSIFICATION SYSTEM

14.1. The classification of positions within the Employer, the duties assigned to those positions, and the methodology used for classification is vested with Management. Whenever a new classification is established or an existing classification substantially changed, Management shall notify the Union in writing fifteen (15) days in advance of the effective date of the change.

14.2. When a new job classification is established or an existing one is substantially changed, the County will submit the description in writing to the Union. Within thirty (30) days the parties will meet to negotiate the rate of pay for the job. If no agreement can be reached between the parties, the Employer may proceed to establish or change the classification, while the dispute is submitted to the Grievance Procedure at the third step. Among the factors to be considered in resolving the dispute are the skill, knowledge and abilities required in the position and the problem-solving, know-how, accountability and working conditions in the position all in relationship to other positions in the classification system.

14.3. The Union may request a position audit to be performed by the County on behalf of an individual or group of individuals who claim to be improperly classified. If the Union disagrees with the position audit, it may file a grievance at Step 4 within five (5) work days of receipt; however, an arbitrator hearing the grievance may only determine whether the individual or group of individuals is improperly classified. No position will be audited more than once in any twelve (12) month period. Position audits shall be completed sixty (60) days from the date of the request.

14.4. Promotion/advancement into the Child Welfare Caseworker II, III and IV classifications shall be managed separately from the vacancy process and shall be based on the following:

A. The satisfaction of the minimum qualifications for the next higher classification as outlined in the competency chart set forth in Appendix B and the attainment of the following years of service:

    1. Child Welfare Caseworker I – no experience;
    2. Child Welfare Caseworker II – two years experience;
    3. Child Welfare Caseworker III – three years of experience;
    4. Child Welfare Caseworker IV – five years experience.

B. Satisfactory overall work record as reflected in performance evaluations if available and relevant documentation.

C. It is the employee's responsibility to request consideration for promotion under this section by submitting a Caseworker Promotion Application to the department HR office. The immediate supervisor shall schedule a conference with the employee and his or her program manager to review the employee's eligibility for promotion within fifteen (15) working days of the employee's submission. The Employer shall make the promotion decision within ten (10) working days of the conference. If the employee meets the criteria set forth in paragraphs A and B of this section, the promotion and wage increases shall become effective at the beginning of the following pay period.

D. A new hire with no previous child welfare experience may be hired as a Caseworker I. A new hire with a minimum of three years of previous child welfare experience may be hired as a Caseworker II. A new hire with a minimum of four years of previous child welfare experience may be hired as a Caseworker III. A new hire with a minimum of six years of previous child welfare experience may be hired as a Caseworker IV.

E. It is understood that the competencies set forth in Appendix B will be reviewed on a periodic basis. The parties may modify these competencies upon mutual agreement.

ARTICLE 15 - LAYOFF AND RECALL

15.1. Layoff and Recall. The Employer's determination of the size of the workforce is at the Employer's discretion, including whether layoffs are necessary. The Employer will decide what

classifications will be laid off. If it is determined that layoffs are necessary, employees will be laid off in the following order:

(1) Bargaining unit probationary employees in the affected classification serving in their initial probationary period;

(2) Employees by classification beginning with the least senior employee.

15.2. Displacement Rights. Employees may displace the least senior employee in the classification or a lower classification within the same classification series provided the employee is presently qualified to perform the work. No further displacement rights shall apply to bargaining unit employees.

15.3. Recall. An Employee who is laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled to their prior classification or to a lower classification in that classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return within three (3) days after receiving notice of recall. An employee who fails to respond will be removed from the recall list. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee; it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address.

15.4. Notification to Union of Job Abolishment. When the Director recommends to the Board that a job or jobs be abolished, a copy of the recommendation will be given to the Union. Upon request, the Employer will meet and confer with the Union to discuss steps to prevent layoffs and the effects of layoffs. This discussion may include the possibility of reduced work schedules in addition to or in lieu of layoffs; however, reduced work schedules will not be implemented without mutual agreement of the parties.

15.5. Rate of Pay. The employee bumping into another position shall receive the pay rate of the position in which the remaining work falls.

15.6. Posting. Every sixty (60) days, if a change has occurred, the County shall post on the bulletin boards a seniority roster showing the continuous service of each bargaining unit member.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1. Normal Schedule. The normal workweek for employees shall be forty (40) hours. The pay period shall commence on Saturday at 12:01 a.m. and conclude the second Friday at 12:00 midnight.

16.2. Work Schedules. The Employer shall set work schedules and starting times, which shall remain flexible based upon the needs of the Employer. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency or improving services. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

16.3. Overtime/Compensatory Time. For time worked in excess of forty (40) hours in a work week, employees shall be paid or accrue compensatory time off, at the rate of time and one-half. Compensatory time accumulation will be capped at fifty (50) hours. Employees who work in excess of forty (40) hours in a work week who have reached the maximum allowable compensatory time accruals shall be paid for overtime hours at a rate of time and one-half their normal salary. Each employee's compensatory time bank shall be limited to a maximum accumulation of fifty (50) hours. Employees may request cash payment for accrued compensatory time for up to 25 hours between May 15 and May 31 and November 15 and November 30 every year, which will be paid in the regular paycheck immediately subsequent to the request. Compensatory time shall be taken as mutually agreed upon by the employee and the supervisor. Overtime/Compensatory time accrual must be approved by a supervisor, manager, administrator, or a director unless a crisis situation prohibits prior approval.

For purposes of computing paid overtime and compensatory time, time worked shall be defined as time actually worked. No leave or holidays will be considered when determining time worked.

16.4. Advanced Approval. Hours to be worked beyond the employee's normal schedule should be approved in advance by the Employer, except in cases of emergency. Emergencies shall be reported to supervision at the next opportunity.

ARTICLE 17 - SICK LEAVE

17.1. Eligibility.

A. For each hour in active pay status, other than overtime hours, an employee shall earn .0575 hours of sick leave.

B. The total amount of time which an employee may utilize short-term leave shall be limited to 48 hours in one calendar year. The calendar year shall be from January 1 to December 31. New employees will accrue short-term sick leave on a pro-rata basis.

C. An employee is entitled to utilize long-term leave when the employee is absent for a period of 3 days or more due to medical incapacity, such as hospitalization or other condition requiring medical treatment.

D. Employees who have an accumulated balance of 440 hours or more of sick leave by November 30 of each year will be exempt from the short-term sick leave provisions of this Article for the subsequent calendar year.

17.2. Entitlement. An employee may request sick leave by following the procedure outlined in Section 3 of this Article. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family; and

E. Pregnancy, childbirth and/or related medical conditions.

F. Death of a member of the immediate family as defined in Section 8. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days.

Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a Doctor's release to return to work, or a Doctor's statement indicating the employee's presence was necessary for the health and welfare of an affected family member.

17.3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication, the immediate supervisor or other designated person in accordance with the Department's policy as soon as possible. If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion verify the report of illness or disability.

MEDICAL CERTIFICATION. If an employee is absent for three (3) or more consecutive work days, a physician's statement adequately setting forth the reasons to justify the use of sick leave, that the employee was unable to work and the employee is able to return to work, is required before the employee may return to work. In cases of the immediate family member's medical incapacity, a physician's statement indicating the employee's presence was necessary for the health and welfare of the family member is required when such absence is for three (3) or more consecutive work days.

17.4. Payment. During the first day following an employee's return to work, the employee shall formally request sick leave by completing his/her portion of the employer's request for leave form and submit it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

17.5. Attendance Incentive. The following attendance incentives have been established to encourage good attendance and reward Employees for reliability and dependability. Full-time employees who have accumulated one hundred two (102) hours of sick leave by November 30 of

each year may elect to participate in the wellness leave or incentive pay, but not both.

Attendance Incentive Pay: Full-time Employees who use the following amount of sick leave and/or FMLA leave and have no unpaid leave during the period December 01 through November 30 will be entitled to a lump sum payment to be added to their regular paycheck on or prior to December 20th in accordance with the following schedule:

LEAVE USED:	INCENTIVE PAY:
0	24 Hours, or the equivalent of three (3) days of pay.
From .1 up to 8.0 Hours	16 Hours, or the equivalent of two (2) days of pay.
From 8.1 up to 16 Hours	8 Hours, or the equivalent of one (1) day of pay.

Wellness Leave: Full-time Employees who use the following amount of sick leave and/or FMLA leave and have no unpaid leave during the period December 01 through November 30 shall be eligible to receive wellness leave in lieu of incentive pay in accordance with the following schedule:

LEAVE USED:	WELLNESS LEAVE
0	24 Hours, or the equivalent of three (3) days of wellness leave.
From .1 up to 8 .0 Hours	16 Hours, or the equivalent of two (2) days of wellness leave.
From 8.1 up to 16 Hours	8 Hours, or the equivalent of one (1) of wellness leave.

Employees shall schedule the wellness leave with their immediate supervisor as far in advance as is possible. Employees will be required to notify their immediate supervisor within the time limits established by the Department policy. In no event, however, may wellness leave be taken less than twenty-four (24) hours' notice.

Wellness leave may be taken in no less than one (1) hour increments, or the equivalent of one-half work day. Earned wellness leave must be used by December 31, of the following year.

17.6. Abuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

17.7. Payment of Sick Leave Only Upon Death or Retirement. At the time of retirement, an employee in active continuous service with ten (10) or more years of actual service may elect to be paid in cash for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement. Former employees are not eligible for this payment. Retirement means disability or service retirement under any state or municipal retirement system in Ohio. In

case of the death of an employee with ten (10) or more years of actual service, payment will be made payable to the employee's estate pursuant to this schedule. Accepting the cash payment eliminates all remaining sick leave credit accrued up to that time. The rates of payment are as follows:

A. Ten or more years of service: 25% up to a maximum of 1/4 of 120 days, or a maximum of thirty (30) days.

B. Twenty or more years of service: 33% up to a maximum of 1/3 of 120 days, or a maximum of forty (40) days.

C. Twenty Five or more years of service: 40% up to a maximum of 2/5 of 120 days, or a maximum of forty-eight (48) days.

D. Thirty or more years of service: 50% up to a maximum of 1/2 of 120 days, or a maximum of sixty (60) days.

17.8. Definition of Immediate Family. Grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, son-in-law, daughter-in-law, sister-in-law, brother-in-law, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

17.9. Prior Sick Leave Credit. New and current employees of the Greene County Department of Job & Family Services will be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment, provided they are employed within ten (10) years of separation from the other state or government employment. Current employees shall be responsible for providing Employer with evidence of their sick leave prior service balance within sixty (60) days following the signing of this Agreement.

17.10. Waiver. The Employer shall, at his discretion, waive the short term limits for an illness or injury requiring an extended and regularly scheduled series of doctor's visits or rehabilitation visits.

ARTICLE 18 - LEAVES OF ABSENCE

18.1. Disability Leave/Medical-Related Leave of Absence: When employees become physically or mentally incapacitated for the performance of the duties of their position, they shall be granted a disability leave of absence without pay, provided the disability continues beyond the accumulated sick leave balance and provided the established procedures are followed. This section also applies to pregnancy, childbirth and related medical conditions.

The Employer may require a medical examination conducted by a licensed physician. In cases where the employer has reason to believe that the period of disability will not exceed six (6) months, the employee will be given a disability leave of absence without pay. If the disability leave extends beyond the six month period, the employee will be given a disability separation in accordance with OAC Chapter 123.

18.2. Personal Leave of Absence Without Pay: All employees may be authorized, with approval, to take an unpaid leave of absence for personal (non-medical) reasons, including child care reasons, without loss of employment rights. An employee, while on such a leave of absence, does not earn sick leave or vacation leave. This type of leave of absence is known as a Personal Leave of Absence Without Pay (PLWOP) and is limited to a maximum duration of six (6) months.

18.3. Military Leaves of Absence. The Employer shall comply with applicable Federal laws, State laws and Greene County regulations concerning military leave.

18.4. Education Leave of Absence/Governmental-Sponsored Program Leave of Absence: Leave of absence without pay may be granted for a maximum period of two (2) years for the purpose of education or training which would be a benefit to the Employer; or, for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two-year period shall not be allowed.

18.5. Court Leaves of Absence:

(a) With Pay: The Employer shall grant court leave with full pay to an employee when:

1. Summoned for jury duty by a court of competent jurisdiction; or

2. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where an employee is not a party to the action; or

3. The employee is an appellant in any action before a state board of review and is in an active pay status at the time of a scheduled hearing before the board.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the payroll officer for transmittal to the Greene County Treasurer.

(b) Without Pay. A leave of absence without pay shall be granted to an employee when appearing before a court or other legally constituted body in a matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

18.6. The Family and Medical Leave Act. Except as provided otherwise in this Agreement, an employee will be entitled to FMLA Leave of Absence pursuant to the County's Policy.

18.7. General Information: The above referenced leaves of absence require written request and supervisory approval prior to being granted a leave. Application for a leave of absence with or without pay with the intent to defraud will result in disciplinary action up to and including dismissal, and a refund to the County of salary or wages paid to the employee. An employee

who is absent from work for three (3) consecutive days without just cause and without proper notice to the county's designated authorities will be immediately removed from employment.

During leaves of absence without pay, hospitalization and life insurance benefits are suspended while the employee is on leave in accordance with the County's defined schedule. The Employer will advise an employee of the date of suspension of benefits, conversion privileges and other relevant information. Upon return to work, benefits will be reinstated.

ARTICLE 19 - MILEAGE

19.1. Mileage Reimbursement. Employees shall receive mileage reimbursement for authorized use of private vehicles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at 45 cents per mile. In the event the Board of Greene County Commissioners authorizes revisions to the current policy, the Employer will extend the revised benefit(s) to this bargaining unit. In the event that the revised benefit creates a financial hardship for the Employer, the parties will re-open negotiations on this Article.

ARTICLE 20 - CALL-OUT AND REPORTING PAY

20.1 Employees shall be assigned beeper coverage for Intake and Ongoing activities on a seven-day rotation basis unless otherwise agreed by the parties. After hours work shall be required consistent with the Ohio Administrative Code and agency policy. Employees required to be on call after hours shall be compensated as follows:

Employees will receive base beeper pay of $50 per week.
An additional $100.00 per day for Thanksgiving, Christmas and New Year's Day
An additional $ 75.00 per day for all other holidays as set forth in this Agreement and any other day the agency is closed, excluding weekends.

Employees shall be paid the greater of the following chart or actual hours worked at their overtime rate for the week.

$150.00 for 0-5 hours of activity
$220.00 for 6-10 hours of activity
$320.00 for 11-15 hours of activity
$420.00 for 16-20 hours of activity
$520.00 for 21 or more hours of activity

Hours worked includes telephone calls, field work and paperwork associated with normal after-hours activities.

20.2. The Employer has the authority to establish the on-call rotation schedule. Employees may trade on-call duty with another qualified employee, subject to the Employer's approval. Employees who desire to trade on-call duties must provide at least seven (7) days advance notice. Such notice may be waived in emergency situations. Whenever the rotation schedule is disrupted as a result of a vacancy due to separation, the Employer will request volunteers to cover the schedule. Volunteers will be paid an additional $150.00 to cover the disruption. If more than one employee volunteers, the most senior employee will receive the assignment. Employees will not have approved time off interfered with due to an on call schedule disruption.

ARTICLE 21 - HOLIDAYS

21.1. Holidays Enumerated. All employees in the bargaining unit shall be entitled to the following paid holidays:

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

21.2. Eligibility for Holiday Pay. An employee must be in an active pay status in order to be eligible for holiday pay.

ARTICLE 22 - VACATION LEAVE

22.1. Entitlement. Full-time employees are entitled to vacation with pay after one year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of services as follows:

1. Less than one year of service completed - No Vacation
2. One year of service but less than eight years of service completed - 80 hours.
3. Eight years of service but less than fifteen years of service completed - 120 hours.
4. Fifteen years of service but less than twenty-five years of service completed -160 hours.
5. Twenty-five years or more service completed - 200 hours.

22.2. Prior Service Credit. New employees of the Employer will be entitled to vacation service credit earned in other State or Local government agencies in Ohio during previous periods of employment. All current employees with previous service in other State or Local government agencies in Ohio shall have their years of service, for vacation accumulation purposes only, adjusted to reflect such previous service.

22.3. Accumulation. Vacation is credited each bi-weekly pay period at the following rates:

1. For those entitled to 80 hours annual vacation - 3.1 hours per pay period.
2. For those entitled to 120 hours annual vacation - 4.6 hours per pay period.
3. For those entitled to 160 hours annual vacation - 6.2 hours per pay period.
4. For those entitled to 200 hours annual vacation - 7.7 hours per pay period.

22.4. A. First Year Exclusion. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one year of employment with the County.

B. Scheduling. Vacations will be scheduled by mutual agreement. If there is a conflict among bargaining unit employees who have requested the same vacation time, at the same time, the employee with the greater seniority will be given his/her preference.

C. Accumulation. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.

D. Accumulation Limit. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such leave shall be eliminated from the employee's leave balance.

E. Payment on Separation. Upon separation from the Employer's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three years. In case of death of an employee such unused vacation leave shall be paid to the employee's survivor or his estate.

F. Definition of When Earned. Vacation leave is earned while on vacation, sick leave or compensated time.

G. Minimum Allowable. Vacation may be taken in not less than one (1) hour increments.

ARTICLE 23 - INSURANCE

23.1. Life Insurance. The Employer will provide $25,000.00 life insurance with Accidental Death and Dismemberment coverage for each full-time employee at no cost to the employee.

23.2. Medical and Hospitalization Insurance. All full-time employees shall be entitled to participate in the County's Group Hospitalization (Health) Insurance Program. In the event the

County decides to make material changes in the Program, the County will give the Union advance notification and an opportunity to consult concerning such changes.

An eligible employee may waive his rights to participate in either the single or family coverage. If an employee waives this benefit, such employee may not revoke his waiver until the next open enrollment period, except as provided for in the County's policy.

23.3. Payment of Premiums of County's Group Health Insurance Program. The Employer shall pay 80% of the cost of the monthly premium. The participating bargaining unit employees shall pay 20% of the cost of the monthly premium.

23.4. Medical and Hospitalization Insurance Coverage. Coverage shall begin on the thirty-first day of employment.

23.5. Insurance Continuation. Continuation of health insurance coverage in the event that coverage is terminated will be provided in accordance with state and federal laws.

23.6. Insurance Carriers. The County may self-insure its program or change insurance carriers, at its discretion; however, in such event, the County will give the Union advance notification and an opportunity to consult on this topic.

23.7. Dental Plan. The Employer shall pay 39% of the cost of the monthly premium. The participating employees shall pay 61% of the cost of the monthly premium. In the event the Board of Greene County Commissioners authorizes revisions to the current policy, the Employer will extend the revised benefit(s) to this bargaining unit. In the event that the revised benefit creates a financial hardship for the Employer, the parties will re-open negotiations on this Article.

ARTICLE 24 - TUITION REIMBURSEMENT

24.1. Policy. The Employer shall offer the County's Tuition Reimbursement Plan to the full time employees of the Employer, when fiscally able to do so, to allow employees to secure job-related course work, training and additional educational certification. The maximum reimbursement will be $2,100.00 per year.

24.2. County Commission Authorized Revisions. In the event that the Board of Greene County Commissioners authorizes revisions to the current policy, the Employer will extend the revised benefit(s) to this bargaining unit.

ARTICLE 25 - NO STRIKE / NO LOCKOUT

25.1. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

25.2. Neither the Union nor its officers or agents shall in any way authorize, institute, aid, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

25.3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer will:

(a) publicly disavow such action by the employees;

(b) advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;

(c) notify employees, including its Local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately; and

(d) post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

25.4. The Employer agrees that it will not lockout employees during the term of this Agreement, and the Union and employees agree that no picketing or hand billing against the Employer will occur during the term of this Agreement.

25.5. In addition to any other rights or remedies provided by law, the Employer may discharge or otherwise discipline an employee, subject to the grievance and arbitration procedures of this Agreement, for a violation of his or her obligations under this Article.

25.6. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 26 - WAGES

26.1. Effective Dates. Each current employee's rate of pay on the effective date of this Agreement shall be the only rate used to determine the wage increases contained in this Agreement.

Effective at the implementation of this agreement, Appendix A will be considered for purpose of hiring rates.

Effective the first full pay period in February 2015, each employee covered by this Agreement shall receive a 2% increase to their base rate, or the hourly rate listed in Appendix A for their classification, whichever is greater. This increase shall not be applied to Appendix A.

Effective the first full pay period in February 2016, each employee covered by this agreement shall receive a 2% increase to their base rate, or the hourly rate listed in Appendix A for their classification, whichever is greater. This increase shall not be applied to Appendix A.

Effective the first full pay period in February 2017, each employee covered by this agreement shall receive a 2% increase to their base rate, or the hourly rate listed in Appendix A for their classification, whichever is greater. This increase shall not be applied to Appendix A.

26.2. Promotions. When an employee is promoted to a higher rated classification, the employee's rate of pay will be the entry rate of that classification, or a five (5.0%) increase, whichever is greater.

26.3. Temporary Transfers. When an employee is required to work and substantially perform the job duties in a higher classification on a temporary basis for three (3) consecutive days or more, he shall receive a four percent (4%) hourly wage supplement. The Employer agrees to provide the employee who will be acting supervisor at least two weeks advance notice, if practicable to do so under the circumstances. In no event, shall a bargaining unit employee acting temporarily as a supervisor be allowed to formally discipline another bargaining unit employee. A temporary transfer to supervisory duties shall be limited to six weeks per year for any individual employee.

26.4. Longevity Pay Supplement. Employees who were receiving a longevity supplement or would have become eligible to receive a longevity supplement in calendar year 2015 shall have their 2015 longevity rate rolled into their base pay at the time this Agreement is signed. No new or additional longevity supplements shall be issued.

26.5. Educational Incentive Pay:

1. Employees assigned to positions who have attained a Master's degree in Social Work shall receive an educational pay supplement of four percent (4%). Employees that attain a Master's degree in Counseling or other related Master's degree shall receive an educational pay supplement of two percent (2%). Employees may only receive one supplement for a degree. Acceptable related degrees will be defined by the employer; however, problems/concerns in the exercise of this discretion will be addressed in LMC.

2. Employees assigned to positions who have attained a LISW or LPCC license shall receive a pay supplement of two percent (2%).

3. The pay supplement will become effective the first of the pay period following the Employer's receipt of an official transcript or verification of licensure.

4. The Employer will pay the initial licensure fees (if exam taken after the date of hire) and the licensure renewal fees for one license per Child Welfare Caseworker (LISW, PCC, LSW).

ARTICLE 27 – CELL PHONE REIMBURSEMENT

27.1. Employees covered by this Agreement may choose to either utilize an agency-issued cell phone or receive a stipend of twenty dollars ($20) per month for using their personal cell phone in lieu of an agency-issued cell phone. To choose the stipend option, employees must complete a cell phone agreement form to document their choice. When choosing the stipend option, employees agree that they prefer to use their personal cell phone for agency business rather than accept an agency-issued cell phone: 1) that they understand that their cell number will be made available to the agency, its representatives, and after-hours answering services; 2) that they must be available by cell phone during scheduled work hours and when on call; 3) and that they must inform the agency immediately of any discontinuation of service or phone number change. The Employer may at any time determine that it will no longer issue cell phones.

ARTICLE 28 - SAVINGS CLAUSE

28.1. Applications of Laws. This Agreement represents the entire Agreement between the parties and to the extent inconsistent, shall supersede any or all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statues, rules and regulations pertaining to wages, hours and terms and conditions of employment except those presently addressed in ORC, Section 4117.10 or its successor statute. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within thirty (30) days for the purpose of reopening negotiations on the unlawful provisions involved.

It is expressly understood by the parties that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that eligible lists of persons having passed civil service examinations must be provided to the Employer, when requested, for selection of original appointments.

ARTICLE 29 - PERSONAL LEAVE

29.1. Upon completion of the initial probationary period, each full-time employee covered by this Agreement shall be entitled to two (2) paid personal leave days during each calendar year. Personal leave days may be taken in no less than two (2) hour increments. If personal leave days are not used during the calendar year, they shall be lost and no compensation shall be paid in lieu thereof.

29.2. Approved personal leave taken shall count against an employee's FMLA allotment to the extent permitted by law.

29.3. In the event that the Employer grants paid time off during the Christmas holiday season to its employees who are not members of the bargaining unit, members of the bargaining unit shall be granted the same privilege.

ARTICLE 30 - REST PERIODS

30.1. An employee may take brief rest periods during the work day when circumstances reasonably permit.

ARTICLE 31 - SUBCONTRACTING

31.1. The Employer agrees that prior to implementing any decision to subcontract work, the effect of which is to abolish positions or lay off employees within the bargaining unit, the Employer shall meet, confer, and bargain with the Union regarding the decision, provided that the decision is motivated in substantial part by labor costs.

31.2. Regardless of the reason for any decision to subcontract work, the effect of which is to abolish positions or lay off employees within the bargaining unit, the Employer agrees to meet, confer, and bargain with the Union with regard to the effects of such decision on the employees.

31.3. If in the course of implementing a decision to subcontract work, the Employer transfers or reassigns an Employee to another classification or job assignment with the same or a higher rate of pay, such transfer or reassignment shall not be considered a layoff within the meaning of this Agreement.

ARTICLE 32 - WAIVER IN CASE OF EMERGENCY

32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Greene County Commissioners, or the Greene County Department of Job & Family Services, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

(a) Time limits for the Employer's or the Union's replies on grievances; and,

(b) All work rules, provisions, and practices relating to the assignment of employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

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

ARTICLE 33 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing February 16, 2015 through February 15, 2018. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other at least ninety (90) days, but no more than one hundred twenty (120) days prior to February 16, 2018, or any subsequent anniversary date. Upon delivery of such notification, the parties shall meet and negotiate with respect to a new Agreement sufficiently in advance of the expiration date so as to enable the reaching of an Agreement prior to the expiration date.

This Agreement is signed this 5th day of February, 2015.

FOR THE BARGAINING UNIT:

PROFESSIONALS GUILD OF OHIO

CHAUNCEY MASON
EXECUTIVE DIRECTOR

FOR THE NEGOTIATING COMMITTEE:

SHANE CALDWELL
COUNCIL 10 PRESIDENT

KAREN KIBLER
COUNCIL 10 VICE-PRESIDENT

GREGGORY YOXTHEIMER
COUNCIL 10 OFFICER

FOR MANAGEMENT:

THE BOARD OF GREENE COUNTY COMMISSIONERS, GREENE COUNTY, OHIO

TOM KOOGLER
PRESIDENT

ALAN G. ANDERSON
VICE PRESIDENT

ROBERT J. GLASER, JR.
COMMISSIONER

BRANDON HUDDLESON
COUNTY ADMINISTRATOR

RACHEL L. LIVENGOOD
HUMAN RESOURCES DIRECTOR

Elizabeth Jackson
ELIZABETH JACKSON
COUNCIL 10 OFFICER

Kmezera
KATE MEZERA
COUNCIL 10 SECRETARY-TREASURER

FOR THE GREENE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES:

Beth A. Rubin
BETH A. RUBIN
DIRECTOR

FOR THE NEGOTIATING COMMITTEE:

Sue J. Huelsman
SUSAN HUELSMAN
FISCAL ADMINISTRATOR

Kristy Hannah
KRISTY HANNAH
HR GENERALIST

RESOLUTION NUMBER: 15-2-5-13

ATTEST: Lisa Mock
LISA MOCK, COUNTY COMMISSIONERS' CLERK

The Greene County Department of Job & Family Services
The Professionals Guild of Ohio
Collective Bargaining Agreement

Appendix A

Wage Scale

Classification & years of child welfare experience*	Hourly Rate
CW I Promotion: 0 years New hires: 0 years	**$15.12**
CW II Promotion: 2 years New hires: 3 years	**$15.88**
CW III Promotion: 3 years New hires: 4 years	**$17.31**
CW IV Promotion: 5 years New hires: 6 years	**$18.65**

* See Article 14 Classification System

The Greene County Department of Job & Family Services
The Professionals Guild of Ohio
Collective Bargaining Agreement

Appendix B

Caseworker Competencies for Promotions In Place		With close supervisory direction, is able to:	With supervisory input and feedback, is able to:	With supervisory support and encouragement, is able to:	With supervisory reinforcement, is able to:
	Competency Area	**CW I**	**CW II**	**CW III**	**CW IV**
Performance Expectation	**Minimum Years of Experience**	**0**	**2**	**3**	**5**
Ethics					
Presents self to agency personnel, clients, and the public, in a professional, competent, and culturally-sensitive manner void of discrimination, sexual harassment, exploitation, coercion, manipulation, abuse, neglect, impaired practice, and conflicts of interest.	Ethics	x	x	x	x
Develops and maintains professional relationships with families while treating them with courtesy, respect, dignity, empathy, and as individuals.	Ethics	x	x	x	x
Protects the client's right to privacy and confidentiality, as established by law and the professional standards of practice.	Ethics	x	x	x	x
Understands and incorporates the agency Code of Ethics into casework practice.	Ethics	x	x	x	x
Professional Development					
Attends training based on identified training needs and utilizes concepts learned in training to improve practice.	Professional Development	x	x	x	x
Develops skills and knowledge of other service areas through activities such as cross training and job shadowing.	Professional Development		x	x	x
Demonstrates proficient skills in a specialized area developed through formal training of not less than 24 hours. (beyond Core, Basic Requirements, and Overviews or Introductory levels) (All hours obtained at CW II level).	Professional Development			x	
Demonstrates expert skills in a specialized area developed through formal training of 40 hours or more. (beyond Core, Basic Requirements, and Overviews or Introductory levels)(All hours obtained at CW III level).	Professional Development				x
Coaches, mentors, and provides guidance and leadership to students during their field placement or practicum. Provides student and field supervisors with timely feedback to optimize the student's learning experience.	Professional Development				x

Assessment					
Develops an initial assessment or investigation plan including who to interview and in what order, what records and documents to obtain, what examinations to conduct, and who should be involved in conducting an initial assessment or investigation.	Assessment	x	x	x	x
Determines the underlying behaviors or conditions that contribute to the risk of maltreatment such as substance abuse, domestic violence, mental illness, etc.	Assessment	x	x	x	x
Identifies strengths and needs and engages the family in a strength based assessment process.	Assessment	x	x	x	x
Determines whether the child is safe in his or her own home and what interventions will be needed to protect the child.	Assessment	x	x	x	x
Analyzes the assessment data and determines the need for interventions.	Assessment	x	x	x	x
Continually assesses children and families for abuse, neglect, and safety in all settings.	Assessment	x	x	x	x
Assesses the specific needs of children.	Assessment	x	x	x	x
Assesses a family's readiness to change and employs appropriate strategies for increasing motivation and building the helping relationship.	Assessment	x	x	x	x
Evaluates the family's progress toward reduction or elimination of the risk of future maltreatment.	Assessment	x	x	x	x
Service Planning					
Works with the family to identify the behaviors or conditions that must be addressed to reduce or eliminate the risk of maltreatment.	Service Planning	x	x	x	x
Works with the family to make referrals to supportive community resources to help the family address issues that may be placing children at risk.	Service Planning	x	x	x	x
Develops, writes, implements, and monitors strengths-based, family-centered plans for each family, keeping objectives current and applicable and within appropriate limits.	Service Planning	x	x	x	x
Places and is responsible for services to children in foster, kinship, adoptive homes, group homes & treatment centers including the support of caregivers.	Service Planning	x	x	x	x
Works with primary families to create a permanent plan for a child in his/her own home, kinship care, foster care, group care, or adoptive care.	Service Planning	x	x	x	x
Service Provision					
Delivers or coordinates the delivery of services to the abused, neglected, or dependent child and his or her family and/or substitute caregiver.	Service Provision	x	x	x	x

Demonstrates a commitment to empowering others to solve their own problems and supports the capacity of people to grow and change.	Service Provision	x	x	x	x
Applies knowledge of human behavior and successful intervention methods with adults and children at various developmental stages.	Service Provision	x	x	x	x
Provides or ensures that needed emergency or crisis intervention services are delivered to the child and family.	Service Provision	x	x	x	x
Articulates the needs of families and children to the community and solicits appropriate community involvement in meeting those needs.	Service Provision		x	x	x
Works to prepare foster caregivers, mentors, or support persons to effectively meet their obligations and assures up to date information is available to enhance their effectiveness.	Service Provision		x	x	x
Legal					
Prepares & files complaints, motions, and case-related documents with the court.	Legal	x	x	x	x
Prepares case testimony and documentation for court hearings and coordinates with the prosecuting attorney to present the case to the court.	Legal	x	x	x	x
Attends court hearings and other meetings as a part of the case requirement, as applicable.	Legal	x	x	x	x
Collaborates with representatives of the judicial system on case-related matters.	Legal	x	x	x	x
Documentation					
Knows and adheres to applicable agency procedures, state rules and accreditation standards.	Documentation	x	x	x	x
Writes, reviews, compiles, and maintains accurate case management data.	Documentation	x	x	x	x
Demonstrates the ability to document accurate and comprehensive case management reports within required timeframes.	Documentation	x	x	x	x
Teamwork					
Develops collaborative relationships to provide team-oriented services and accomplish agency mission.	Teamwork	x	x	x	x
Actively participates in internal agency meetings.	Teamwork	x	x	x	x
Actively participates in and supports community activities that may have an impact on the agency.	Teamwork	x	x	x	x
Participates as agency representative on external county and state teams and work groups.	Teamwork		x	x	x
Establishes and maintains effective relationships with representatives of various social service agencies, boards, county officials, court officials, law enforcement, and other parties interested in children services.	Teamwork	x	x	x	x

Leadership					
Coordinates special projects as assigned.	Leadership		x	x	x
Conducts case transfers and case conferences.	Leadership		x	x	x
Coaches, mentors and provides guidance and leadership to less tenured caseworkers, including but not limited to: answering questions, attending court with him/her, going on client visits with him/her, explaining paperwork, timelines, policies, and procedures.	Leadership		x	x	x
Knows the components of and can facilitate an effective meeting.	Leadership			x	x
Chairs/leads internal work teams.	Leadership			x	x
Leads in Case Load Analysis (C.L.A.) case reviews and uses established methodology to review cases.	Leadership				x
Will act as Supervisor in absence of CW IV and Supervisor, including conducting case conferences, unit meetings, trainings, and other duties deemed necessary.	Leadership			x	
Will act as Supervisor in his/her absence (or as instructed, even while supervisor is present), including conducting unit meetings, training, case conferencing, reading Family Activity Sheets, supervising students, case transfers, quality assurance, and other duties deemed necessary. May perform duties across common units in special circumstances.	Leadership				x