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AGREEMENT

BETWEEN

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES PROFESSIONAL, CLERICAL AND SERVICE EMPLOYEES PROFESSIONALS GUILD OF OHIO

(NURSES)

MAY 1, 2015

TO

APRIL 30, 2018

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ARTICLE 1 RECOGNITION

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer"), recognizes and acknowledges the Federation of Lucas County Children Services Professional, Clerical, and Service Employees, Council 13 of Professionals Guild of Ohio, AFL-CIO (hereafter referred to as "Union"), as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit as follows:

Job Title	Civil Service Title
Registered Nurses	Nurse 2
Licensed Practical Nurses*	Licensed Practical Nurse

* Indicates job title(s) not currently being used as of the signing of this contract.

Section 2

All other positions of the Employer in effect at the time of the signing of this Agreement are excluded from the Bargaining Unit. In the event the employer revises current classifications, those classifications in the Bargaining Unit shall remain in the Bargaining Unit. The Employer agrees to notify the Union prior to any new positions being added to the agency.

ARTICLE 2 DEFINITIONS

The following terms shall have the meaning indicated, as used in this Agreement:

A. "Bargaining Unit" means a single unit composed of all individual employees and those Children Services Board position titles established and identified as being included in the Bargaining Unit.

B. "Employer" means the Lucas County Children Services Board. For administrative purposes, the Executive Director of the Board shall be considered the Children Services Board designee.

C. "Representative of the Union" means stewards, officers, and employees of the Union.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1

The Union shall recognize the right and authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the Employer has and will

retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations and to otherwise exercise the prerogative of management, and more particularly including but not be limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, 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 and the work to be performed, including implementation of necessary action in emergency situations;

C. To determine the Agency's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;

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

E. To determine the hours of work, including overtime, work schedules, and to establish the necessary work rules for all;

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

G. To require designated employees to submit to examination by a physician in accordance with the rules and regulations of the Ohio Department of Human Services or other regulatory agencies.

Section 2

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements, shall remain the function of the Employer.

ARTICLE 4 UNION RIGHTS

Section 1

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

Section 2

The Employer agrees to install Employer furnished Bulletin Boards of 2 ft. x 3 ft. size for posting of Union information, to be located in mutually agreed upon areas.

Section 3

The Union shall appoint not more than two (2) work area Stewards, one shall be designated "Chief Steward". The president of the Union shall notify the Employer in writing of the name and jurisdiction of each Steward. Such Stewards shall be recognized by the Employer as representatives of the Union. However, the Union may not have more than one Chief Steward, regardless of the number of bargaining units it represents. The Union Stewards shall not abuse this provision. Any suspected abuse of Stewards' release time shall be referred to the Labor-Management Committee.

Section 4

The Union President shall handle all Union related matters as conditioned in Section 3. The Union President shall allocate up to twenty-five (25) hours per week of employer paid time to handle all Union related matters to stewards, officers and other employee representatives of the Union. The Union shall have not more than one President receiving such time, regardless of the number of bargaining units it represents. Union allocated time shall be used to conduct Union business only and no more than eight (8) hours per week shall be allocated to any employee. No time shall be allocated without prior notification to the employee's supervisor. In emergency or short-notice situations or when a supervisor isn't readily available, prior notice may consist of an email left for the supervisor/covering supervisor. Any suspected abuse of allocated time shall be referred to the Labor Management Committee.

Section 5

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

Section 6

Representatives of the Union shall be permitted access to Employer workplaces. Union related business shall not be conducted when children and clients are present and shall not interfere with the work of the employee.

Section 7

Paid administrative leave shall be granted to employees to attend workshops, conferences and conventions of the Union's affiliate organizations. In no event shall paid leave exceed ten (10) days per calendar year for all employees.

Section 8

The Union President may attend, with the time allotted under Section 4 of this Article, any employee orientation programs.

Section 9

The rights accorded to the Union by this Agreement shall not be given to any other employee organization by the Employer except as may be required by law.

Section 10

The Employer shall provide the Union with an office. The Union shall not have access to this office during any strike or slowdown. The office shall include a file cabinet with lock, a desk, and a typewriter and a phone. The Employer shall pay all costs of local phone service including installation and maintenance of a phone line separate from the Employer's phone system, except for toll calls which shall be paid by the Union, under penalty of disconnection of service for failure to do so. The Union holds harmless the Employer from any liability related to any materials, files or equipment in the Union office and any activities conducted by the Union in the office. The Union agrees to indemnify the Employer for any liability, loss, damage or claim arising out of the use of the office by the Union. The use of the office shall be limited to official Union business. Individuals other than the Union President and Stewards shall obtain prior supervisor approval before conducting Union business in the Union office during their work hours.

Section 11

The Union shall be permitted to hold meetings on Agency property. The Employer agrees with this Section providing the following conditions are met: 1) the Union shall not be allowed to hold any meeting on Agency property during any strike or slowdown; 2) meetings will be held during non-working hours; 3) reasonable notice shall be given by the Union to the Executive Director or his designee of any proposed meeting; 4) each supervisor shall make the decision as to adequate staff in-place before allowing attendance at Union meetings; 5) any costs incurred in the use of Agency property for Union meeting (i.e., call-in/call-back, clean up), shall be paid by the Union, and 6) any meetings shall be coordinated with the Security Office.

Union request for meeting space shall be treated as any other request for space. Agency meetings shall take precedence.

ARTICLE 5 UNION SECURITY

Section 1 - Dues Deduction

Pursuant to Section 4117.09 of the Ohio Revised Code, and upon notification from the union of membership, the Employer shall deduct dues from employee members upon receipt of a voluntary written authorization card. Dues shall be payable to Professionals Guild of Ohio.

Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article.

All sums deducted shall be forwarded to the union office, as designated by the Union, within ten (10) days after deductions were made. The Employer shall not be responsible for conditions in the County Auditor's office that cause delay.

Section 2 - Fair Share Fee

Bargaining unit employees, who are not members of the Union, after 60 days from date of hire, shall pay a Fair Share Fee in accordance with Section 4117.09(C) of the Ohio Revised Code. The Union shall inform the Employer of the amounts to be deducted under this Section.

O.R.C. 4117.09 states "The deduction of fair share fee by the public employer from the payroll check of the employee and its payment to the employee organization is automatic and does not require written authorization of the employee." Further, the Ohio Collective Bargaining Act repealed, as of April 1, 1984, O.R.C. 9.41 which allowed for voluntary revocation of union dues. It is the position of the employer that these sections in tandem represent a clear position that the agency fees can be collected by the Union and a duty is placed on members of the bargaining unit to pay said agency fee to the Union.

Fair Share Fees shall be deducted in equal installments each pay period from the wages of the bargaining unit employees who are not members of the Union. The Union shall inform the Employer of the amounts to be deducted under this Section. However, the amount of such Fair Share Fees shall not exceed the amount of Union membership dues.

All sums deducted shall be forwarded to the union office, as designated by the Union, within ten (10) days after the deductions were made. The Employer shall not be responsible for conditions in the County Auditor's office that cause delay.

Section 3

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

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

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

Section 4

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that may arise out of or by

reason of any action that shall be taken by the Employer for purpose of complying with the provisions of this Article.

ARTICLE 6 NO-STRIKE PLEDGE

Section 1

The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any individual members instigate or participate, directly or indirectly, in any strike, walkout, work stoppage or slowdown, at any operation or operations of the Employer for the duration of this Agreement. Nothing contained in this Article grants to nurses the right to strike after the expiration of this Agreement.

Section 2

The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of paragraph 1. In the event a violation occurs, the Union shall promptly notify all employees that such action is prohibited and advise all employees to return to work at once.

ARTICLE 7 NO-LOCKOUT PLEDGE

The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 8 LABOR-MANAGEMENT MEETINGS

Section 1

The Employer's Executive Director or his/her designee shall meet on an as needed basis with representatives of the Union to discuss and attempt to resolve matters of concern.

Section 2

Composition of the total Labor-Management Meetings shall be limited to ten (10) representatives from both the Employer and the Union, regardless of the number of bargaining units included in such meetings. Meetings shall be limited to no more than twice a month, except upon mutual agreement of the parties.

ARTICLE 9 NON-DISCRIMINATION

Neither the Employer nor the Union and its officers and representatives shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization membership, handicap, disability, political affiliation, or age as such terms are defined by law or sexual orientation only as it related

to non-economic benefits provided by this agreement. There shall be no sexual harassment of employees. The employer and the Union agree to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters. An employee may elect either to file a grievance or to file a charge or complaint with the appropriate State or Federal administrative body or court to redress alleged discrimination. However, once an election by the employee has been made, the employee is deemed to have waived all rights to later pursue alternative methods of redress.

ARTICLE 10 LAYOFF AND RECALL

Section 1

When the Employer determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of:

1 Lack of funds (a current or projected deficiency of funding);

2 Lack of work (a current or projected decrease in the workload); or

3 Abolishment of positions (the deletion of positions because of a lack of continued need for the position(s)),

The procedures of this Agreement shall exclusively govern the layoff of employees.

Section 2

Not later than forty-five (45) days prior to any anticipated layoff of Bargaining Unit employees, the Employer shall notify the Union. Upon request, Employer and Union representatives shall meet and confer as soon as practicable in order to discuss steps to prevent and/or minimize the layoff of employees (if possible). Such steps shall include, but not be limited to:

A. Offering other Bargaining Unit positions to employees in the affected classifications. Such an offer may only be made to an employee who is qualified for the position being offered. Seniority shall govern any choices among employees for such an offer. An employee who moves to a position in a different classification series shall serve a new probationary period equal in length to the initial probationary period established for that classification.

B. Assisting employees who may desire and may be qualified to retire or resign.

C. Assisting employees in the affected classifications in seeking and preparing for other employment.

D. Prior to the layoff of any employee as provided in the order of layoff below, initial probationary employees (new hires) in the affected classification(s) will be terminated and have no rights under this article.

Section 3

Order of layoff: In the classifications selected for layoff, employees shall be laid off and have displacement rights in the following order:

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

Section 4

Within the order of layoff, employees shall be retained, laid off, and have displacement rights within their specific job classification series on the basis of seniority, as defined in Article 17 of this Agreement. The exception shall be when an employee, who would be retained, does not possess the minimum qualifications to perform the job responsibilities that remain. In such cases, the Employer shall possess the burden of proof and shall retain the most senior employee who is qualified to fill the position remaining after the layoff. There shall be no bumping or displacement rights from one job classification series to another.

Section 5

An employee in a classification affected by the layoff shall receive notice of his/her seniority date at least thirty (30) calendar days prior to the effective date of the layoff. Any alleged error regarding the employee's seniority date must be brought to the attention of the Human Resources Department within five (5) working days of the issuance of the seniority notice.

Employee's notification of layoff or displacement will be made at least fourteen (14) calendar days prior to the effective date. The Employer shall also post a seniority list of the affected classifications at least fourteen (14) calendar days prior to any anticipated layoff. In the event of a tie in seniority, tie breaker criteria will be as follows:

A. hire date;

B. date appointed to current classification series;

C. casting of lots (casting of lots to be conducted by a representative of the Employer and the Union).

Section 6

The employee whose position is laid off or who is displaced shall have the right to fill an available vacancy within the employee's classification and appointment type, provided the employee executes a written request to exercise displacement rights within five (5)

calendar days of notification of layoff. If a vacancy does not exist in the employee's classification and appointment type:

A. The employee may displace the employee with the least amount of seniority in the same classification and the same, then successively lower, appointment types, provided that the displacing employee has more seniority than the employee being displaced.

B. In the event displacement of a least senior employee in the same classification is not possible, the employee may displace into a vacancy in successively lower classifications in the classification series.

C. If a vacancy does not exist in successively lower classifications and the employee has greater seniority than others in the classification series, the employee may displace the employee with the least amount of seniority in successively lower classifications and the same, then successively lower, appointment types within the classification series.

Section 7

An employee who displaces into a different position shall be paid according to the pay range assigned to the position, with no employee receiving more than the highest rate established for that position. The employee shall be placed on the same numbered step the employee was on prior to displacement.

Section 8

The Employer shall compile and post recall lists by seniority, classification and appointment type. Laid off employees and employees who displaced to a lower classification and/or appointment type shall remain on recall lists for one (1) year from the effective date of the layoff. The employee shall have recall rights to the classification series from which the employee was laid off or displaced. Recall shall be in the reverse order of layoff. Employees must be qualified to perform the responsibilities required for the position in order to be eligible for recall. The Employer shall have the burden of proof with regard to the employee's minimum qualifications for the position.

The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. Each employee is responsible for providing the Human Resources Department with his or her current address. If the Employer has not received the employee's written acceptance of the offer of recall within ten (10) calendar days of the postmark, the offer shall lapse and the employee shall be removed from the appropriate recall list. If a laid off or displaced employee declines recall to the classification and appointment type he/she held prior to layoff or displacement, he/she shall be removed from the recall list.

Section 9

The Employer has no Ohio Department of Administrative Services filing obligations in relation to a layoff.

Section 10

Employees outside of the Bargaining Units who wish to displace into a Bargaining Unit position may do so only on the basis of seniority.

Section 11

The parties agree that the layoff and recall provisions of Article 10 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

ARTICLE 11 HEALTH, SAFETY, & COURTEOUS TREATMENT

Section 1

All employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given any assignment that is dangerous to his/her physical safety or health. However, it is recognized by the Agency and the Union that, due to the nature of the services and the clientele, it is not always possible to know the circumstances in which an employee may be involved. It is the responsibility of the employee to bring concerns he/she may have to the attention of his/her supervisor so that adequate precautions may be taken to prevent harm to him/her or his/her co-workers. Nothing in this Article shall be construed as granting to any employee any claim or cause of action against the Employer and/or its agents in an Administrative or court process for personal injury or property damage.

Section 2

An Ad Hoc Subcommittee of the Labor Management Committee shall be established for the length of this contract beginning May 1, 1991 which time may be extended by the Employer or the Employer may recall the subcommittee from time to time. The subcommittee will be composed of three members appointed by the Employer and three members appointed by the Union. The subcommittee shall consider safety and health issues submitted by either party and shall make recommendations to the Employer concerning those issues.

Section 3

Every bargaining unit employee is entitled to equitable and courteous treatment by every other employee as provided by this provision. The use of language which would be commonly accepted as insulting, degrading, or intimidating, and/or other forms of harassment will not be permitted in working situations.

Complaints brought under this section shall be made in writing to the Human Resources Director within ten (10) working days of the incident. The written complaint must contain a) a summary of the incident, b) the name(s) of any witness(es) to the incident, and c) a notation that the complaint is being brought under this provision.

A complaint filed under this provision may not be filed under any other provision of this agreement or through any other internal policies or procedures, including but not limited to Article 9 Non-Discrimination, Article 12 Grievance Procedure, or the Affirmative Action Committee. If an employee elects to file a complaint with the appropriate State or Federal administrative body, the employee is deemed to have waived all rights to file a complaint under this provision or through any other internal Employer channel.

The Employer shall investigate complaints brought under this provision and, at its sole discretion, determine whether there has been a violation of this provision. The investigation will be expected to be completed within thirty (30) calendar days of the complaint. In the event factors exist that impact the ability to complete the investigation within thirty (30) calendar days, those factors will be shared with the Union. Any employee found in violation of this provision may be subject to corrective or disciplinary action as determined solely by the Employer. The Union will be provided a written report at the conclusion of the investigation.

Any determination resulting from the Employer's investigation under this provision is appealable directly to the Executive Director within ten (10) working days of the Union being provided the written report. This provision shall not be grieved to any level of the grievance procedure including arbitration.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as a dispute between an employee(s) and/or the Union and the Employer concerning the interpretation or application of the terms of this Agreement. No matter subject to the grievance procedure may be filed with the State Personnel Board of Review.

'Grievant' shall be defined as the employee(s) initiating a Grievance or the Union if it initiates the Grievance.

Section 2

Grievances shall be presented in accordance with the following procedures:

Step 1. Informal Step: An employee with a grievance shall orally communicate his/her grievance within fifteen (15) working days of his/her knowledge of the alleged grievance to his/her immediate supervisor and shall attempt to resolve it informally. If additional time is required to investigate the circumstances, the immediate supervisor shall have up to five (5) working days to answer the grievance informally.

Step 2. If the Grievant is not satisfied with the answer given in Step 1, he/she shall, within five (5) working days of receipt of the answer, reduce the grievance to writing and deliver it to the Human Resources Department. The written grievance shall identify:

1) the aggrieved,
2) the facts,
3) all articles and sections believed to have been violated,
4) the informal attempt made to resolve the grievance at Step 1 and the answer at Step 1; and
5) the remedy sought.

The Human Resources Department will, upon receipt of a Step 2 grievance, schedule a meeting to be held within five (5) working days between the Grievant and/or the representative of the Grievant and the Division Director. The time frame for conducting the Step 2 meeting may be extended by mutual agreement of the parties. The Division Director shall answer the Grievance within five (5) working days following the date of the meeting.

Step 3. If the Grievant is not satisfied with the answer given in Step 2, he/she shall, within five (5) working days of receipt of the answer, forward the grievance form to the Human Resources Manager or his/her designee. The grievance and all facts involved shall then be forwarded to the Executive Director or his/her designee when the Executive Director is unavailable due to vacation, illness or leave of absence. The Executive Director or his/her designee will, upon request, hold a hearing with the Grievant and the Union representative within five (5) working days of the request and submit a written answer to the Grievant within five (5) working days of the hearing or receipt of the grievance if no hearing is requested. The grievance may not be amended after this level to the Executive Director of his/her designee.

Section 3

The Grievant shall have the right to process his/her grievance himself/herself or to be accompanied by a representative of the Union during hearings or meetings relative to his/her written grievance. Any meeting(s) will be scheduled at a mutually agreed time. The Union shall be notified by the Employer and shall be permitted to send an observer to all hearings.

Section 4

A group grievance shall proceed immediately to Step 2, of the grievance procedure. Group grievances shall list either the names of all the individual grievants concerned or the types of employees affected. It shall indicate that it is being processed as a group grievance.

Section 5

The time limits provided for in the Agreement may be extended only on mutual agreement of the parties. If the grievant fails to file or advance his/her grievance with the time limits prescribed by Section 2 in this Article, the grievance shall be considered as satisfactorily answered by the last management representative responding to the

grievance. If management fails to timely hold a hearing or respond to a grievance, the grievance will be processed to the next step of the grievance procedure. However, in no event shall a Grievance proceed to arbitration without Union approval.

Section 6

If the grievant is not satisfied with the written answer to his/her grievance at Step 3, he/she may file a written request within five (5) working days for arbitration of the grievance with the President of the Union. Such request shall be considered by the Union and the Union President shall communicate the decision of the Union to the Director of Human Resources within thirty (30) days from the expiration of the five (5) working days provided within this section.

Section 7

Within five (5) days following the receipt of the Union's request for arbitration, the Union and the Employer shall either jointly agree to an arbitrator or jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The Employer and Union shall select an arbitrator by the alternate strike method within ten (10) working days of receipt of the list of seven (7) names submitted by the Federal Mediation and Conciliation Service. The Employer and Union shall alternate as the first to strike. Either the Employer or the Union shall have the option to completely reject the Federal Mediation and Conciliation Service list of arbitrators and request another list.

All other procedures relative to the hearing shall follow the rules and regulations of the Federal Mediation and Conciliation Service.

Any cost associated with obtaining a list of arbitrators shall be equally shared by the Employer and Union.

If the parties mutually agree, the arbitration shall be held in abeyance, pending the result of grievance mediation either through the Federal Mediation and Conciliation Service, the State Employment Relations Board or a similar agency.

Section 8

The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Union is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter the Agreement or any part thereof in any respect. The arbitrator shall also apply any applicable Ohio Civil Service Laws, policies of the Employer, and Rules and Regulations of the Director of the Ohio Department of Administrative Services.

Section 9

It is expressly understood that the ruling and decision of the arbitrator, within its function described herein, shall be final and binding upon the parties, provided that such decision conforms to State and Federal law and does not conflict with Management's Rights as described in Article 3 of this Agreement. The costs of any proofs produced at the

direction of the arbitrator, and rent, if any, for the hearing room, shall be borne equally by the Employer and the Union. The expenses of any witnesses shall be borne by the party calling for them. The fees of a Court Reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter.

Section 10

The arbitrator shall render in writing his/her findings and award as quickly as possible after the hearing, and shall forward such findings, award, and all supporting data to the office of the Executive Director and/or his/her designee and the President of the Union and/or his/her designee.

Section 11

In the event that the Employer desires to submit an issue to an arbitrator, it may do so directly and bypass the grievance procedure.

Section 12

Employee witnesses called by the grievant shall be in paid status when attending grievance meetings or arbitration hearings held during the witness' scheduled work time. Prior to the grievance meeting, the grievant shall provide to the Human Resources Department a list of witnesses and a synopsis of the issue(s) each witness will testify to. The Management representative hearing the grievance may limit the number of witnesses appearing at a grievance meeting.

ARTICLE 13 EMPLOYEE DISCIPLINE

Section 1

No employee shall be given a written reprimand, be suspended, reduced in pay or position, discharged or removed except for the grounds stated in Section 124.34, ORC, nor shall the Employer take any form of corrective action against any employee except for just and reasonable cause.

Section 2

Progressive corrective action is the duty of the Employer; however, disciplinary action may vary depending on the severity of the offense. Corrective actions must be based on just and reasonable cause, and be consistent with the laws and regulations governing such actions. The Employer will give a copy of the written corrective actions to the affected member.

Section 3

When a meeting is scheduled between an employee(s) in the bargaining unit and his/her supervisor for disciplinary purposes (e.g., oral reprimand, written reprimand, suspension, discharges), including investigatory interviews, employee will be advised in advance and allowed to have a representative of the Union present. The Union President will also be

notified in advance of any meeting between an employee in the bargaining unit and his supervisor which is held for disciplinary purposes. In the event the recommended discipline is suspension, demotion, or removal, a pre-disciplinary meeting will be held. The employee and Union President will be notified in advance of the meeting.

Section 4

Written reprimands will be removed from the employee's personnel file after twelve (12) months from the effective date providing there are no intervening disciplinary actions. Suspensions of five (5) days or less will be removed after twenty-four (24) months providing there are no intervening disciplinary actions after the effective date. The time that a disciplinary action remains in the employee's personnel file shall be extended for any period of leave of more than twenty (20) consecutive working days. The extended time shall be equal to the working days spent on leave.

ARTICLE 14 EMPLOYEE EVALUATIONS

Section 1

Each employee of the Employer will be evaluated by the immediate supervisor no less often than annually, to assess his current job assignments, identify performance areas requiring improvement, to establish performance objectives for the next evaluation period, and to develop a plan for improvement of performance.

Section 2

Prior to the evaluation conference between the immediate supervisor and the employee, the employee will be provided with a copy of the current evaluation form to allow the employee input. Upon completion of the employee's evaluation conference with his/her supervisor, he/she will be provided with a copy of the evaluation to be reviewed by him/her. After reviewing, should the employee desire to submit a written reply, he/she must do so within five (5) working days. If such a reply is submitted within this time frame (five working days), it shall be attached to the evaluation and accompany it through all Employer channels and become part of the employee's permanent personnel record.

Section 3

Upon being reviewed by all the appropriate levels of the Employer, the Human Resources Department will send a copy of any attachments to the employee for his/her records. Should there be any written statements at levels of supervision higher than the immediate supervisor that become part of the evaluation, the employee will be provided the opportunity to respond within two (2) working days and such a response will also be part of the evaluation.

Section 4

An employee who is on authorized unpaid leave of absence for more than two (2) weeks who returns to the same classification shall have his/her annual anniversary date extended in an amount equal to the time spent on unpaid leave. That date shall be his/her annual evaluation date.

Section 5

It is recognized by the Employer and the Union that the personal life of employees should reflect a standard expected of Public Employees who are responsible for the lives of children. However, each employee's life style is that individual's choice, provided that such life style shall not prevent the employee from performing the duties assigned to him/her by the Agency.

Section 6

An evaluation system shall be developed by the Employer in consultation with the Union. Said evaluation system shall provide a numerical rating of employee work performance and shall be designed so that a sound objective assessment of the job performance of the employee may be rendered through its use.

ARTICLE 15 JOB AUDIT

Section 1

All employees shall be properly classified. If an employee feels he/she is not properly classified, he/she may request, in writing, a job audit. The request shall be sent to the Human Resources Director. Within five (5) work days of receipt of the request, a member of the Human Resources Department shall interview the employee. The employee may have a Union representative present at the interview. Based upon the employee's job duties and the current classifications, the Human Resources Department shall render a decision. The decision shall be in writing, and sent to the employee and the Union President within twenty (20) work days of the interview. If the Human Resources Department decides to re-classify an employee, the employee shall be placed in the new classification at the beginning of the pay period following the decision. In the event there is not a classification that accurately describes an employee's job duties, the Employer and the Union shall meet to negotiate a new classification and a rate of pay.

Section 2

The results of the job audit may be one of the following:

- Upgrade in classification
- Lateral - classification change
- No change
- Reassignment of improperly assigned duties

Section 3

Job duties shall not be taken away from the employee during the audit procedure.

Section 4

An employee shall have the right to appeal the decision to Step 4 of the grievance procedure within ten (10) work days of receipt of the decision.

ARTICLE 16 PERSONNEL FILES

Section 1

Employees will be allowed to review their personnel files. Requests for appointments to review personnel files shall be directed to the Human Resources Department. Appointments will not be unreasonably denied.

Section 2

Employees shall be provided with a copy of any materials that will become part of their permanent personnel record while an employee of this Employer. At that time, the affected employee may appeal the inclusion of such material pursuant to Article 12.

Section 3

Confidentiality of personnel information shall be respected in all actions related to one's employment in this Agency.

ARTICLE 17 POSTING

Section 1

When a vacancy occurs in the bargaining unit and the Employer determines to fill that vacancy, the Employer shall post a notice of said vacancy on the Agency Intranet for a period of five (5) working days, including the day of posting. Of the five (5) working days, not more than three (3) working days shall be in any one week. However, if the vacancy is for a part-time, intermittent position, it shall be posted for three (3) days, including the day of posting. Temporary positions shall not be posted. A vacancy shall be defined as a newly established position or existing position in which there is no incumbent. The position announcement shall state the following: 1) the Agency position title; 2) classification, grade and salary position; 3) location; 4) principal accountabilities (complete job description applies); 5) required qualifications; 6) deadline for submitting application; 7) regular hours of work are... 8) and other information deemed appropriate by the employer.

Section 2

The Employer need not consider applications received after the required posting period is complete. The Employer is not obligated to offer the position to any employee who by his/her past performance or conduct has demonstrated an inability to successfully perform all of the duties/responsibilities of the position. The phrase "by his/her past performance or conduct" shall mean any documented performance issues, including but not limited to disciplinary actions, performance evaluations, memos or supervisory notes, where the Employer has provided the employee with a copy of said documentation. Further, the phrase "has demonstrated an inability to successfully perform all the duties of the position" shall mean that a nexus exists between the documented past performance or conduct and the employee's inability to perform the duties of the position being sought.

Section 3

Applications from employees and non-employees alike shall be submitted to the Human Resources Department for preliminary screening. The Employer reserves the right to extend the deadline for submitting applications in the event that no qualified applicants apply. A temporary employee who resigns or whose work assignment is shortened due to documented performance problems, attendance, tardiness or other work related issues is not a qualified applicant for purposes of the Article.

Section 4

Upon receipt of the application and completion of screening, applicants shall be considered as follows: first consideration shall be given to timely in-Agency permanent applicants in the same classification and in the same pay grade as the posted position who meet the minimum qualifications; second consideration shall be given to timely in-Agency permanent applicants who are in the same pay grade but not the same classification; third consideration shall be given to those timely qualified in-Agency permanent applicants who desire the position as a promotion; fourth consideration shall be given to those timely in-Agency applicants who desire as a demotion; fifth consideration shall be given to those timely in-Agency applicants who are in the last thirty (30) days of temporary employment or who are no longer employed by the Employer, but have been temporary employees within three (3) months preceding posting of the position; sixth consideration may be given to those applicants outside the Agency, if any, who timely applied for the vacant position. If no qualified person applies for the job, the Employer shall have the option of assigning the least senior employee with the Agency within the same job classification to the job.

Section 5

The employer shall first offer the vacant position to in-Agency applicants in the same classification as the vacancy who desire the position as a lateral transfer in order of their seniority. When the least senior of such in-Agency applicants has refused the position or if there are no applicants in the same classification, the Employer shall then offer the position to in-Agency applicants applying for the position as promotion as follows:

Points shall be awarded to such applicants for seniority and performance.

A.	Seniority - -	3 points to the most senior employee 2 points to the second most senior employee 1 point to the third most senior employee
B.	Performance --	3 points to the employee with the best average score on all non-probationary evaluations given to him/her for up to three years previous to the date of his/her application 2 points to the employee with the second best such score 1 point to the employee with the third best such score The performance points may only be awarded following the adoption of a system of employee evaluation other than the one in effect on January 31, 1982, in accordance with Section 6 of Article 14.

The position shall be offered to the applicants in order of the total number of points they have, beginning with the highest. In the event that any employees have the same number of points, the employee with the highest seniority shall be offered the position. If the three highest applicants refuse the position, the remaining applicants shall then be rated following the procedure outlined above. This procedure shall be followed until the list of in-Agency applicants is exhausted. When the least senior of such applicants has refused the position, or if there are no applicants requesting the position as a promotion, the position shall be offered to those qualified in-Agency applicants who desire the position as a demotion in order of their seniority. If no permanent employee has applied for or accepted the position, it will then be offered to qualified, in-Agency applicants who are temporary employees, in order of their seniority, who are in the last thirty (30) days of temporary employment or who are no longer employed by the Employer, but have been temporary employees within three (3) months preceding the posting of the position. The Employer may then offer the position to qualified applicants from outside the Agency. The provisions in Article 17, section 4 will apply within this section.

Section 6

When a position is permanently moved from one work unit to another work unit or from one work schedule to another work schedule (without any change in position, title, classification, grade, salary position, principal accountabilities, or required qualifications), the Employer shall first offer the position to the employees in the work unit or on the work schedule from which the position is to be taken. The position shall be given to the most senior such employee desiring it. If no such employee desires the position, the least senior employee shall be assigned to the position.

Section 7

Seniority shall be defined as the uninterrupted length of continuous service with the Agency. A termination of employment lasting less than sixty-one (61) days shall not

constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. An authorized leave of absence does not constitute a break in continuous service, provided the employee returns to service following the expiration of the leave. However, time spent on unpaid leave of absence beyond thirty (30) days shall not be counted in determining accumulated seniority.

Section 8

The Union President shall receive a copy of every job posting within two (2) days after it is posted throughout the Agency. The Union President shall also be notified within five (5) days when the job has been filled and by whom. If the Employer does not plan to fill a vacancy, the Union President shall be notified as soon as possible.

Section 9

When an employee moves laterally, (s)he shall be assigned to the step closest to, but not less than, his/her current rate of pay. When an employee is promoted to a position with a higher Step 14 rate than his/her current pay range, (s)he shall be assigned to the step closest to but not less than his/her current rate of pay multiplied by one and five hundredths (1.05). When an employee is demoted, (s)he shall be placed on the same numeric step in the new pay range.

Transferred, promoted and demoted employees shall begin earning the new rate of pay, if any, beginning on the first day of the first full pay period in which the employee is in the position.

This provision shall apply to all moves within this bargaining unit and moves from other bargaining units represented by the Union at Lucas County Children Services.

Section 10

Employees shall not be permitted to move from their initial position during their first year of service with the agency unless approved by the employee, management and the Union. After the initial period, employees will be permitted only one (1) voluntary lateral transfer in any three hundred sixty five (365) day period. However, if an employee's position is abolished, any transfer agreed to by the employee as a result of that abolishment shall not be counted for purposes of the Section. Furthermore, an employee whose position is abolished shall be permitted up to one (1) additional voluntary transfer (for a total of two) in the three hundred sixty five (365) day period following the abolishment.

Section 11

Once an employee has been notified that he/she is the successful candidate for a position, the employee shall have two (2) work days to either accept or reject the position. Any successful candidate who does not accept within the two (2) work days period will be deemed to have rejected the position.

ARTICLE 18 PROBATIONARY PERIODS

Section 1

The initial (new hire) probationary period shall be 180 calendar days. The decision whether to terminate any employee during his or her initial probationary period or whether to terminate or continue the employment of any employee at the end of his or her initial probationary period is solely within the discretion of the Employer. The termination of a probationary employee is not subject to review through the grievance procedure contained in this agreement, nor may the decision be reviewed or reversed by an arbitrator or arbitration panel under this agreement.

Section 2

All employees who are promoted into a different position/assignment shall also serve a 180-day probationary period during which the employee shall be returned to the same or a similar position as his/her former position if the employee did not successfully perform all of the duties of the position.

Section 3

All employees who are transferred or voluntarily demoted into a different position/assignment shall serve a 120-day probationary period during which the employee shall be returned to the same or a similar position as his/her former position if the employee did not successfully perform all of the duties of the position. An employee serving such a 120-day probationary period for a transfer or voluntary demotion and who is not permanently assigned to the position, may grieve the failure of the probationary period if the Union believes that the Grievance is meritorious and the burden of proof in any such Grievance is on the Employer.

Section 4

A period in inactive pay status shall not be counted toward any probationary period. The probationary period of an individual employee may be extended only upon the written agreement of the Employer, the individual employee and the Union.

ARTICLE 19 HOURS OF WORK

Section 1

The normal agency work week shall be thirty-five (35) hours, consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. With prior supervisory approval, nurses may work a flexible work day within the seven (7) hour day. No employee will be required to work a split shift without mutual agreement. Requests to work a flexible work day shall not be unreasonably denied.

Section 2

Employees will not be excluded from overtime opportunities or extra hours based upon their rate of pay. In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). All overtime shall have prior supervisory approval.

Section 3

Prior to management changing the present shift times for Registered Nurses, management shall meet with the Union to discuss the reason for said changes and possible alternatives.

Section 4

Nurses shall be paid for all time spent and expenses as defined in Article 22 (Mileage Reimbursement), incurred in court activities in Agency related cases.

ARTICLE 20 WAGES

Section 1

Employees on Step 14 or beyond of their applicable pay grade on or before May 1, 2010 have a two percent (2%) wage increase rolled into their hourly base.

Employees shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

Step P	$21.00
Step 1	21.63
Step 2	22.28
Step 3	22.95
Step 4	23.63
Step 5	24.34
Step 6	25.07
Step 7	25.82
Step 8	26.60
Step 9	27.40
Step 10	28.22
Step 11	29.07
Step 12	29.94
Step 13	30.84
Step 14	31.76

Effective May 1, 2015, all step increases shall be frozen for all employees who are on Steps 2-14 and those employees who are over the range of their respective pay grade.

Effective May 1, 2015, all employees who are on a Probationary Step (Step P) and who have successfully completed their probationary period shall be moved to Step 1 within their respective pay grade.

Effective May 1, 2015 through April 30, 2016, all employees who are on Step P shall be moved to Step 1 within their respective pay grade upon completion of their initial probationary period.

Effective May 1, 2015, all employees who are on Step P and have completed their initial first year of employment, shall move to Step 2 within their respective pay grade.

Effective May 1, 2015 through April 30, 2016, all employees who are on Step P shall be moved to Step 2 within their respective pay grade upon completion of their initial first year of employment.

Effective May 1, 2015 through April 30, 2016, all employees who are on Step 1 shall be moved to Step 2 within their respective pay grade upon completion of their initial first year of employment.

Effective May 1, 2015 through April 30, 2016, all employees shall receive a 0% percent general wage increase.

All employees who are on the payroll as of May 1, 2015, and are on Steps 2-14 and those employees who are over the range of their respective pay grade shall receive a $500.00 lump sum bonus upon full ratification of all parties and a $500.00 lump sum bonus paid the first pay period of 2016.

All part time employees who are on the payroll as of May 1, 2015, and are on Steps 2-14 and those part time employees who are over the range of their respective pay grade shall receive a $500.00 lump sum bonus upon full ratification of all parties.

May 1, 2016, Wage Re-opener including step increases and holidays for 2nd year of contract.

May 1, 2017, Wage Re-opener including step increases and holidays for 3rd year of contract.

Section 2

Shift Differential:

A nurse that works between 3:00 p.m. to 11:00 p.m. shall receive a second shift differential of $.45/hour for the time worked between these hours. A nurse that works between 11:00 p.m. to 8:30 a.m. shall receive a third shift differential of $.55/hour for the time worked between these hours.

Section 3

OPERS pick up shall be as follows: the Employer shall designate each bargaining unit employee's mandatory contribution to OPERS as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory OPERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the Employer's total contribution to OPERS increased thereby.

ARTICLE 21 CALL BACK PAY

Section 1

When an employee is called back to work before or after his/her regular shift, the employee shall be guaranteed a minimum of three (3) hours pay, at the appropriate rate of pay.

The following applies to premium pay (one and one half the normal rate of pay) for call backs on agency holidays:

A. For call back purposes, the 24 hour holiday period for all nurses shall coincide with the holiday on-call schedule: 8:30 a.m./Day of agency holiday to 8:30 a.m./Day following agency holiday.

B. A nurse called back to work during the 24 hour holiday period designated above shall receive premium pay for hours worked during that period in addition to their regular holiday pay.

C. Part time nurses (21 or more hours/week) shall receive premium pay for call back hours worked only on the days designated as holidays for those part time nurses, in accordance with the holiday period designated above.

D. A nurse called back to work during the 12:00 midnight to 8:30 a.m. period of an agency holiday shall not receive premium pay for any hours worked during that 8-1/2 hour period.

Section 2

Nurses shall not receive call back pay for monthly staff meetings.

Section 3

Three (3) hours of call back pay shall be paid only if management calls an employee.

ARTICLE 22 VACATION AND HOLIDAYS

Section 1

Full time employees shall earn vacation according to the following schedule:

YEARS OF SERVICE	DAYS OF VACATION
Less than 1.....	0 work days
1-4.....	15 work days
5-19.....	20 work days
20-24.....	25 work days
25 or more.....	30 work days

Vacation shall be earned and credited to employees on a prorated basis each biweekly pay period. Such leave shall be administered in conformity with the Ohio Revised Code and the Rules and Regulations of the Department of Administrative Services.

Section 2

Part time employees shall receive pro-rated, paid vacations based on the above schedule.

Section 3

Full time employees are entitled to the following holidays with pay:

January 1
Third Monday in January
Third Monday in February
Last Monday in May
July 4
First Monday in September
Second Monday in October
November 11
Fourth Thursday in November and the Friday following
December 25

Holiday leave shall be administered in conformity with the Ohio Revised Code and the Rules and Regulations of the Department of Administrative Services.

Part time employees (21 or more hours/week) are entitled to the following holidays with pay:

January 1
July 4
4th Thursday in November
Friday following 4th Thursday in November
December 25

Part time employees are entitled to holiday pay for holidays observed on an employee's day off. Payments for the holiday will be for the normally scheduled hours not to exceed seven (7) hours. The part time employee shall not work on the holiday unless approved in advance by the Employer. Part time employees shall be reimbursed at one and one half their normal rate of pay in addition to holiday pay for such holidays worked.

Section 4

The Agency will close at mid-day the last work day before or the first work day after December 25th when the Lucas County Juvenile Court closes. Full time employees who are required to work their entire shift will be paid one and one half their regular rate of pay for the ½ day Agency closing, up to 3 ½ hours, in addition to holiday pay.

In addition to the above, for the December 25th, 2015 and January 1st, 2016 holiday only, the Agency will close at mid-day the last work day before, or the first work day after, January 1st if the Lucas County Juvenile Court closes. If the court closes during this December 25th, 2015 and January 1st, 2016 holiday at some time other than the days specified herein, the agency will close whenever the court closes however, the total time off as provided in this section will not exceed seven (7) or eight (8) hours depending on the employee's work schedule.

In the event the Juvenile Court does not close, all employees are expected to work and will be paid their regular rate of pay.

ARTICLE 23 MILEAGE REIMBURSEMENT

Section 1

With prior supervisory approval, employees shall be reimbursed at a rate of twenty-two and one-half (22.5) cents per mile or at the rate permitted for deduction by the Internal Revenue Service, whichever is greater, for the use of their personal motor vehicles to conduct authorized Employer business. Reimbursement shall be made on the basis of miles driven.

Section 2

The Employer will reimburse employees for parking expenses when such parking has received prior supervisory authorization and a valid receipt of expenditure is presented.

ARTICLE 24 FRINGE BENEFITS

Section 1

Full time and part time employees shall receive life insurance benefits, hospitalization, vision and health plan(s), drug prescription card plan(s), and dental plan(s), as provided by the Lucas County Commissioners and in accordance with the Lucas County Employee Benefits Eligibility Rules. In the event of a change in or deletion of benefits provided by

the Lucas County Commissioners, either party may reopen the contract to negotiate whether those changes or deletion shall be made. As used herein, the word "benefits" includes costs; i.e., co-payments, deductibles and increased premiums. Both parties shall have ten (10) days after the Employer notifies the Union of a change in or deletion of benefits in which to serve a notice to negotiate. However, if the Union is afforded the opportunity to bargain over fringe benefits with the Lucas County Commissioners, the contract cannot be reopened.

Reopener negotiations shall proceed under the following mutually agreed upon alternative dispute resolution procedure:

A. Negotiations shall continue for a maximum of thirty (30) days from the date of service of the notice to negotiate.

B. If, at anytime following the service of the notice to negotiate, the parties have not reached agreement, either party may demand the intervention of the Federal Mediation and Conciliation Service for purposes of mediation. The parties specifically agree that there shall be no fact-finding on the matters in dispute.

C. If, after thirty (30) days from the service of the notice to negotiate, the parties have engaged in mediation but have not reached agreement, the Union may serve a ten-day strike notice and may strike on the forty-first (41st) day following service of the notice to negotiate.

D. Unless and until altered by bargaining, the changes in benefits provided to full time and part time employees by the Lucas County Commissioners shall, subject to the provisions of this Article, be provided by the Employer to full time and part time employees, but benefits no longer provided by the Lucas County Commissioners need not be provided by the Employer.

Section 2

The Employer will honor the current state law regarding the liability of its employees. The Employer has the right to purchase liability insurance for one or more of its employees.

Section 3

If a full time employee with ten (10) or more years of service with the Employer receives a disability retirement from OPERS, the Employer shall pay sixty percent (60%) of the employee's daily wage (7 hours per day at the regular rate of pay) not to exceed thirty (30) work days if the following conditions are met: 1) There is a period of one or more work days between the date of disability as established by OPERS and the effective date of the commencement of OPERS disability retirement benefits; and 2) the employee has exhausted all available paid leaves prior to the effective date of the disability retirement as determined by OPERS; and 3) the employee has not received and is not eligible to receive compensation for wages or lost wages from the Employer, or worker's compensation, or benefits from OPERS or any third party; and 4) the days for which compensation is sought are regularly scheduled work days. In the event the Employer

pays the employee pursuant to the provisions of this section and it is later determined that the employee is entitled to receive compensation from a third party for lost wages, the Employer shall be subrogated to the rights of the employee to recover lost wages to the extent that payment has been made by the Employer pursuant to this section. At the election of the employee, this benefit shall not be available or shall be reduced if it results in reducing or eliminating the employee's OPERS disability retirement benefit.

ARTICLE 25 SICK LEAVE AND LEAVE OF ABSENCE

Section 1

All sick leave and leave of absence procedures utilized by the Employer shall be consistent with the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code.

Section 2

A copy of the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code governing sick leave and leave of absence for employees shall be available in the Human Resources Department.

Section 3

Upon retirement (OPERS) or death of an employee eligible to retire (OPERS), he/she or the estate will be reimbursed according to the following graduated scale:

- 20 or more years of service, as of 1/1/13 cash-out 25% of leave balance, up to 65 days.
- 10 years – 20 years of service, as of 1/1/13 cash-out 25% of leave balance, up to 50 days.
- Less than 10 years, as of 1/1/13 cash-out 25% of leave balance to 40 days.
- New hires (hired after January 1, 2013), cash-out 25% of leave balance, up to 30 days.

Section 4

In addition to the mandatory requirements of FMLA, the Employer shall grant a leave of absence, without pay, for child care of a newborn and/or the care of a newly-adopted child. Combined FMLA and Employer granted leave shall not exceed six (6) months. The employee must notify (when possible) the Employer in writing at least thirty (30) calendar days in advance of the date the leave is to commence. Employees on a child care leave will return only to vacant positions for which they are qualified.

Employees on leave will not be eligible for health insurance benefits unless the employee elects to retain insurance by making pro rata monthly payments to the Employer of one hundred percent (100%) of premium payments. Upon election to continue insurance, the employee must pay in advance, the monthly premium payment to the Employer on or before the tenth (10th) day of the month. Failure to timely pay premiums when due shall permit the Employer to cancel insurance coverage for the employee. Employees whose maternity/paternity leave exceeds three (3) months and who have not already had two (2) months of insurance provided by the Employer while in unpaid status during the previous twelve (12) months shall be eligible for the following benefit: If the employee remains employed by the Employer for one year after return from leave, and had a minimum of four (4) years of continuous employment with the Employer at the time of the leave, the

Employer shall reimburse to the employee the first two (2) months of premiums paid by the employee, that, but for the leave, would have been paid by the Employer.

The employee will retain unused sick leave credit while on leave, but will not accrue additional sick leave while on leave. The employee will not be entitled to any other leave provided by this Agreement while on child care leave.

Section 5

Employees returning from an approved leave within 120 calendar days shall return to the same position. The "same" position shall be a position with the same number of hours, same shift, same job description, and in the same unit. Employees returning from an approved leave shall return to the same or similar position if the leave exceeds 120 calendar days but does not exceed 180 calendar days. A "similar" position shall be a position with the same number of hours, same shift, and either the same job description or in the same department. Employees returning from an approved leave of greater than 180 calendar days shall be returned to a position with the same number of hours and same shift within the same classification.

ARTICLE 26 PERSONAL LEAVE

Employees shall be granted three (3) days leave with pay annually for personal or family business. Each day may be taken in half-day increments. Personal leave shall not be accumulated.

ARTICLE 27 MISCELLANEOUS WORKING CONDITIONS

Section 1

Employees shall be provided with efficient available equipment and supplies for use in carrying out their assigned duties.

Section 2

Smoking is prohibited in agency buildings, vehicles, and personal vehicles when transporting clients.

Section 3

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars ($20) for each pay period in which he/she is in active work status anytime during the pay period. The parking stipend will remain in effect for eligible employees in active pay status whose approved absence from work does not exceed thirty (30) calendar days.

Adequate parking conditions will be maintained.

ARTICLE 28 BREAK ROOM

Section 1

All employees shall be provided with adequate, convenient break space.

Section 2

Employees shall be relieved of all duties on break or lunch unless an emergency arises. If appropriate, employees may leave the premises for their breaks and lunch. If an employee is called back to work during his/her break or lunch, he/she shall be paid for that time at the appropriate rate of pay.

ARTICLE 29 NURSES MISC. PROVISIONS

Section 1

Nurses shall be scheduled to work every other weekend. However, if the need arises on weekdays or weekends, nurses who have volunteered may be called into work, on a rotating basis beginning with the most senior employee. If no volunteers are available, nurses may be called in and required to work on week days and weekends provided that it is in the Nurses primary area of responsibility, i.e. Clinic. Nurses who are called in shall have been off work for at least sixteen (16) hours. Call ins shall be on a rotating basis beginning with the least senior employee.

Section 2

Part-time nurses shall be scheduled for at least fourteen (14) hours per week.

ARTICLE 30 TRAINING AND DEVELOPMENT

Section 1

The Tuition Reimbursement Committee shall include three (3) members appointed by the Union to represent all Bargaining Units.

Section 2

Release time to take courses and tuition reimbursement will be administered in accordance with guidelines as may be amended from time to time by the Tuition Reimbursement Committee. Notwithstanding those recommendations, however, full time employees may request and, workload permitting, shall be granted release time of up to six (6) hours per week or be reimbursed for tuition for up to two (2) successfully completed courses per semester/quarter, provided that such courses are related to the employee's position, or such courses are related to a non-caseworker employee's pursuit of a social work degree. The Employer reserves the right to deny release time for related classes based on workload requirements or criteria established by the Tuition

Reimbursement Committee. If the course(s) is (are) not related to the employee's position or in pursuit of a social work degree, and written justification supporting the request for reimbursement is provided by the employee, the Employer in its sole discretion may permit reimbursement. Reimbursement per employee shall not exceed $1,500.00 per quarter/$2,000.00 per semester and $6,000.00 per year. The Employer shall reimburse employees for tuition fees upon successful completion of the course(s). The cost of books, laboratory fees, parking, and other related fees shall not be paid by the Employer. Release time may also be granted for workshops and seminars. In no event shall the Employer be obligated to approve more than $50,000.00 annually for all bargaining units. In the event the annual cap amount is reached, the Employer, at its sole discretion, may increase the annual amount.

Section 3

The Tuition Reimbursement Committee shall make all decisions regarding the implementation of the Tuition Reimbursement Program.

Section 4

Notwithstanding the other provisions of this Article, the Employer agrees to reimburse nurses for Continuing Nursing Education (CNE).

A. Courses must be in pediatrics or other job related area.

B. Home study/on-line courses must be offered through an accredited program.
C. All training requests must be submitted on a Request for Travel form and all training requires prior supervisory approval.

D. When a course is approved, payment will be made to the training provider, on behalf of the nurse. If direct payment to the provider is not possible, the Employer will reimburse the employee upon submission of proof of payment and successful completion of the training/course.

E. Time spent working on home study/on-line courses is not compensable and shall not occur during the employee's work hours.

F. Nurses are expected to provide the supervisor with proof of successful training /course completion at the end of the training and may be required to share information from the training with other staff. Failure to provide evidence of successful completion shall be cause for denial of future requests.

G. Once a year, primary nursing staff shall be permitted to attend area child abuse medical training.

ARTICLE 31 DE-CERTIFICATION

De-certification will be pursuant to state law and is not grievable.

ARTICLE 32 PROVISION CONTRARY TO LAW

If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the laws or regulations of the State of Ohio or the United States of America, the parties will meet to attempt to negotiate any necessary change in the Agreement relative to the affected provision only, and the remainder of this Agreement shall continue in full force and effect. Nothing in this Agreement shall be construed to prevent the Employer from meeting its mandatory obligations imposed by law, provided, however, that the Employer must bargain in good faith regarding the affect of such obligations on wages, hours, terms and other conditions of employment, as well as any term of this Agreement.

ARTICLE 33 ON CALL PAY

Section 1

RN's will be scheduled to be on call and carry a beeper on a rotating basis.

Section 2

RN's will be scheduled to be on call during hours when there is no nurse scheduled to work in the Clinic.

Section 3

RN's will be compensated in the following manner:

$35.00 Monday through Friday

$45.00 Saturday and Sunday

$55.00 Holidays and Agency closings

Part time and Intermittent nurses will receive the holiday per diem rate for any Agency holiday.

Section 4

In the event that the Employer in its sole discretion determines that an extreme weather emergency exists, the Employer will provide transportation to an RN who is called in pursuant to this Article.

ARTICLE 34 SUBCONTRACTING

Section 1

The Employer may continue to contract out Bargaining Unit work on the current limited basis i.e. based on a temporary need of the Employer for a particular position not to

exceed 120 days. However, if the Employer determines to move the work of Bargaining Unit employees to any other employer, including but not limited to any private employer, governmental agency, non-profit organization, volunteers, or volunteer organization, the Employer will notify the Union of its intention to do so and may require that this Article 34 be reopened for negotiation.

ARTICLE 35 LEAVE DONATION PROGRAM

Section 1

An employee may voluntarily donate that employee's accrued but unused sick or vacation leave to another employee who has no accrued but unused paid leave and who has a critical need for it due to a catastrophic or terminal injury or illness of the employee or a member of the employee's immediate family for whom the employee is caring. For purposes of this Article, immediate family shall be defined as a spouse, child (biological, adoptive or step), parent, step parent, or, with proper documentation, childhood guardian of the employee.

Section 2

The determination of whether an employee is eligible to receive donated leave shall be by majority vote of the Leave Donation Committee. The Leave Donation Committee shall have two (2) members appointed by the Employer and two (2) members appointed by the Union. The Committee shall select its chairperson.

Section 3

An employee may receive donated leave up to the number of hours the employee is scheduled to work each pay period. The following conditions must be met:

A. The employee or a member of the employee's immediate family has a catastrophic or terminal injury or illness;

B. has exhausted or has no accrued paid leave;

C. has provided the Employer with medical certification of the medical condition; if the leave is for care of a member of the immediate family, the medical statement must also certify the necessity of the employee's presence; and

D. is not eligible for any worker's compensation or disability benefits program or has applied for but has not received, or has exhausted, any paid leave, any worker's compensation or disability benefits program payments for which the employee is eligible. In the event a disability benefits program provides only partial wage replacement, the employee would be eligible to receive supplemental donated leave for the remainder of the employee's regular wage. If receiving supplemental donated leave, the employee must provide verification from the disability benefits program.

Section 4

An employee may donate not more than a combined total of thirty-five (35) hours of sick or vacation leave (to one or more employees in a payroll fiscal year) if the donating employee:

A. Voluntarily elects to donate sick or vacation leave and does so with the understanding that donated leave will not be returned; and

B. donates a minimum of seven (7) hours; and

C. retains a sick leave balance of at least five hundred (500) hours if donating sick leave; or

D. retains a vacation leave balance of at least one hundred-five (105) hours if donating vacation leave.

The leave to be donated will be credited to the recipient one hour for each hour donated.

Section 5

The Leave Donation Program will be administered by the Payroll Office on a pay period-by-pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave, shall be used, if necessary, in the following pay period before additional donated leave may be received. Time spent on donated leave shall not count toward the probationary period of an employee who receives donated leave during his/her probationary period. Donated leave shall be considered sick or vacation leave but shall never be converted into a cash benefit.

Section 6

Employees who wish to donate sick or vacation leave shall certify, in writing, on forms provided by the Employer:

A. The name of the employee for whom the donated leave is intended;

B. the number and type of hours to be donated (a minimum of seven (7) hours is required);

C. that the donation of leave will not reduce the employee's vacation leave balance below one hundred-five (105) hours or the employee's sick leave below five hundred (500) hours; and

D. that the leave is donated voluntarily and the employee understands that the donated leave will not be returned under any circumstances.

No employee shall be required or forced to donate leave.

Section 7

The Employer respects an employee's right to privacy. However, the Employer may, with permission of the employee who is in need of leave, inform employees of their co-worker's critical need for leave.

The Employer shall not solicit leave donations from employees.

ARTICLE 36 JURY DUTY

Section 1

Employees on all shifts who are called to jury duty shall be excused from work and paid their regular rate of pay for the actual hours that they serve on jury duty on their scheduled work day(s). The time excused from work and the amount of pay the employee receives when serving on jury duty shall not exceed the employee's scheduled work hours for the day(s) served on jury duty. Employees are required to report to work for the remainder of their scheduled hours if they are excused from jury service early.

Section 2

Prior to the date of service, the employee is required to provide a copy of the jury duty notice to his/her supervisor. In order for the employee to receive paid leave under this section, he/she must secure verification from the Clerk of Courts in which he/she served, on a form provided by the Employer, evidencing the fact of his/her having been required to serve, the number of hours/days actually served, and amounts paid by the court. The verification form and any compensation or reimbursement for jury duty must be remitted to the Employer (Payroll Office) for paid jury duty leave to be granted.

ARTICLE 37 TEMPORARY WORK LEVEL

Section 1

Whenever an employee is temporarily assigned to perform duties of a position with a higher pay range than is the employee's own, he/she shall be eligible for a working level pay adjustment (TWL). This would include an assignment where the employee is required to perform the duties of his/her position as well as the duties of a vacant position on a temporary basis. The TWL must be assigned at the direction of the supervisor or manager.

Section 2

Compensation while serving in a TWL shall be the difference between the employee's regular hourly rate of pay, at the applicable step of the higher pay range for the higher classification. The applicable step shall be the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. If a step does not exist in the higher pay range that guarantees the employee approximately a four percent (4%) increase, the employee's regular rate of pay will be increased at least

four percent (4%). A TWL shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

Section 3

A TWL shall not exceed ninety (90) consecutive work days unless mutually agreed to by the parties.

Section 4

An employee shall be eligible for a TWL when:

A. The TWL position is a higher pay grade.

B. The duties have been traditionally performed or required by a higher classification.

C. A TWL shall be paid for the actual time spent by the employee performing the higher classification duties.

ARTICLE 38 TERM OF CONTRACT

This Agreement is subject to approval of or rejection by the Lucas County Commissioners as the "appropriate legislative body" under Section 4117.10 (B), Ohio Revised Code.

This Agreement will remain in effect from May 1, 2015 until April 30, 2018. In the event that either party wishes to terminate or amend this Agreement, notice must be given no later than sixty (60) days prior to May 1, 2018.

The existing Agreement will remain in effect until a new Agreement is reached or until either party terminates this Agreement.

FOR THE UNION

Chauncey Mason
Executive Director
Professionals Guild of Ohio

Joseph DeStazio
President
Council 13

FOR THE EMPLOYER

Laura A. Wilson
Chairman
Children Services Board

Dean M. Sparks
Executive Director
Children Services Board