

A G R E E M E N T

BETWEEN

FRANKLIN COUNTY CHILDREN SERVICES

AND

**FEDERATION OF FRANKLIN COUNTY
CHILDREN SERVICES WORKERS, COUNCIL #2,**

PROFESSIONALS GUILD OF OHIO

FEBRUARY 1, 2002 THROUGH JANUARY 31, 2005

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ARTICLE 1 – AGREEMENT

1.1

This Agreement entered into at Columbus, Ohio, February 1, 2002, between the Franklin County Children Services Board (hereinafter referred to as the “Agency”) and the Federation of Franklin County Children Services Workers, Council #2, Professionals Guild of Ohio (hereinafter referred to as the “Federation”).

1.2

The Federation and Agency recognize that the purpose of this Agreement is to promote and contribute to the effective conduct of public business, to promote cooperation and harmony in employee relations, to recognize mutual interest and to establish basic policies and procedures that hereafter will guide the working conditions for employees in the bargaining unit as defined in Section 3.1 and the relationship between the parties hereto.

1.3

The Agency and the Federation recognize a mutual interest in ensuring that the employees of the Agency offer the finest services possible to the people of Franklin County and that employees are able to effectively, efficiently, and professionally carry out their several vocations.

1.4

The provisions of this Agreement constitute the entire agreement between the Agency and the Federation and all prior agreements either oral or written, are hereby canceled. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing and signed by the authorized representatives of the parties.

1.5

References to the male or female pronoun do not reflect gender preference and are to be construed as gender neutral.

1.6

To the extent that any provision of Agency policy, regulations or procedures or past practice directly related to the relationship between the employer and employee conflict with an express provision of this Agreement, the provision of the Agreement shall have precedence.

1.7

It is recognized by the Agency and the Federation that the personal lives of employees should reflect a standard expected of public employees who are responsible for the lives of children. However, each employee's life style is that individual's choice.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1

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

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

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

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

ARTICLE 3 – RECOGNITION

3.1

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

staff in the Executive Office including Administrative Secretaries,
all staff in Human Resources Department,
Account Clerk 3 (Payroll and Benefits),
Accountant 2,
Activity Therapy Administrator 1,
Administrative Assistant 2,
Administrative Officer 1,
Attorney 2,
Attorney 3,
Attorney 4,
Attorney 5,
Attorney 6,
Building Maintenance Superintendent 1,
Building Maintenance Supervisor,
Business Administrator 3,
Caseworker 4,
Child Welfare Casework Supervisor 1,
Child Welfare Casework Supervisor 2,
Child Welfare Casework Supervisor 3,
Clerical Supervisor,
Contract Evaluator/Negotiator,
Contract Evaluator/Negotiator Supervisor,
Custodial Supervisor,
Data Systems Manager 2,
Data Systems Manager 3,
Family Service Supervisor 1,
Family Service Supervisor 2,
Fiscal Officer 1,
Fiscal Officer 2,
Fiscal Officer 3,
Food Service Manager,
Groundskeeper Supervisor,
Group Life Coordinator,
Investigator 3,
Investigator 4,
Investigation Supervisor,
Liaison Officer 1,
Management Analyst 1,
Management Analyst 2,
Management Analyst 3,
Management Analyst 4,
Nurse Supervisor 2,
Office Manager 1,
Office Manager 2,
Personnel Administrator 2
Planner 1,

Planner 3,
Planning Administrator,
Programmer/Analyst 3,
Public Information Officer 1,
Public Information Officer 2,
Public Inquiries Officer,
Purchasing Administrator 1,
Purchasing Administrator 2,
Purchasing Agent 1,
Quality Assurance Coordinator,
Records Management Supervisor,
Recruitment Manager,
Secretary to the Executive Director,
Secretaries to the Division Directors,
Social Program Administrator 1,
Social Program Administrator 2,
Social Program Administrator 3,
Social Program Administrator 4,
Social Program Coordinator,
Social Program Developer,
Social Program Specialist,
Social Services Supervisor 1,
Staff Psychologist 1,
Technical Writer 2,
Training Officer 2,
Youth Leader Supervisor.

3.2

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

The Agency agrees to notify the Union of any newly created job position or classification and advise the Union of its position regarding inclusion or exclusion from the unit in writing within 15 workdays of the approval of the position or classification by the Executive Director. A new position or classification is defined as one that is not identified on the Table of Organization on the effective date of this Agreement. If the Agency fails to provide timely notice pursuant to this article, unless clearly and obviously a statutory exclusion, the newly created job position or classification will be included in the Bargaining Unit until either the Agency and Union agree to its exclusion or the State Employment Relations Board (SERB) issues an order finding the position or classification is not included in the Bargaining Unit where a request by either party has been made to the SERB to conduct an investigation or hearing regarding the exclusion issue or an arbitrator rules that the position or classification in dispute be excluded from the Union. However, where timely notice is provided and such occurs, during the term of

this Agreement, the Federation may request SERB to conduct an investigation and/or hearing concerning the appropriateness of the classification to be in or outside the Bargaining Unit under the definitions of Ohio Revised Code 4117. If SERB declines to rule on the issue, it shall be submitted to arbitration pursuant to Article 6 of this Agreement. Pending the outcome of the SERB proceeding or arbitration, the Agency's position will be maintained when a timely notification is made.

Positions which are reclassified because of additional or changed duties, with the result that the position is no longer encompassed within the unit, shall be excluded from the Bargaining Unit. If such occurs during the duration of this Agreement, the Federation may request a job audit of the position under the provisions of Article 34 of this Agreement.

ARTICLE 4 - FAIR SHARE

4.1

Those employees who are members of the Bargaining Unit and who have not signed check-off authorization shall have a monthly Fair Share Fee deducted automatically from the first paycheck each month.

Fair Share Fees shall be subject to all requirements of the Ohio Revised Code, 4117.09 (C) and all applicable law on like subject matter.

4.2

Those Federation members who have signed payroll deduction of dues shall have their dues deducted from the first paycheck of each month. It is agreed by the Federation that any Agency employee may withdraw said authorization at any time by written letter of request to the Human Resources office.

4.3

A duly authorized Federation representative will advise the Agency in writing in duplicate of the amount of membership dues/fair share fees and any changes in membership dues/fair share fees.

4.4

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

finding or order that it has unlawfully deducted dues, a fair share fee or a portion of a fair share fee.

ARTICLE 5 - UNION REPRESENTATIVES

5.1

The Agency and the Federation agree there shall be a minimum of two (2) stewards maintained at the North, East and West regional offices and at Gantz Road, a minimum of four (4) stewards at the 525 East Mound Street office and one (1) steward for all other locations. The Federation will advise the Agency in writing of all officers and stewards prior to the assumption of their duties. The Union's ability to meet these requirements will depend on the willingness of employees to volunteer for this duty.

5.2

The Agency will permit union representatives who are employees of the Agency time while on their scheduled shift to represent employees at grievance step meetings, fact-findings under Article 8, and pre-disciplinary hearings before the Hearing Officer for the time a management representative is present. Only one (1) union representative who is also an employee of the Agency will be permitted to utilize working time to attend those meetings.

The Agency will permit a union steward who is an employee of the Agency up to one-half (1/2) hour total per week while on his scheduled shift to investigate matters solely relating to the investigation of incidents which may give rise to a grievance or grievances, and to prepare an initial grievance for Step 1 of the grievance procedure, with the prior approval of their supervisor. All other time spent investigating incidents relating to alleged grievances or preparing grievances, other than the specific attendance at grievance meetings, will be outside the regularly scheduled working hours and will be without pay.

Before attending those meetings, the employee union representative must provide reasonable notice to his immediate supervisor and obtain approval to attend where such approval will not be unreasonably withheld. The employee union representative will not be granted approval where such action would legitimately cause a disruption of the Agency's or department's operations.

If it is necessary for the Federation to send a union representative who is an employee of the Agency and who does not work in the same location/region as the employee represented, such representative shall be paid for the time spent in the meeting but not for any travel time.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1

A grievance shall be defined as a dispute between an employee(s) and/or the Federation and the Agency concerning the interpretation or application of the terms of this Agreement or the employer's personnel policies.

6.2

The employee shall have the right to process a grievance himself or to be accompanied by a representative of the Union during grievance meetings. The Union shall be notified by the Employer and shall be permitted to send an observer to all hearings at all steps. The grievant is responsible for contacting a steward or the Federation concerning representation.

6.3

The investigation of a grievance or complaint necessitating a conference by a steward and a Bargaining Unit employee will be outside the regular scheduled working hours and shall be without pay. Except that the Agency will permit a union steward who is an employee of the Agency up to one-half (1/2) hour total per week while on his scheduled shift to investigate matters solely relating to the investigation of incidents which may give rise to a grievance or grievances and to prepare an initial grievance for Step 1 of the grievance procedure with the prior approval of their supervisor. All other time spent investigating incidents relating to alleged grievances or preparing grievances, other than the specific attendance at grievance meetings, will be outside the regularly scheduled working hours and will be without pay. As noted above, attendance at a grievance meeting by a grievant and steward shall be with pay.

6.4

Forms for filing a grievance will be provided by the Federation as shown in Appendix "C" of this Agreement. The steward or grievant sends copies of all grievances at all steps to the Department/Regional Director and the Federation President. The steward or grievant faxes it to the PGO office and to the Human Resources Department. Copies of all grievance responses are sent to the grievant, steward and Federation President and are faxed to the PGO office and to the Human Resources Department. The grievance or grievance response will be deemed to be received on the date that it is faxed to the PGO office and to the Human Resources Department.

6.5

Grievances shall be presented in accordance with the following procedures:

Step 1

Within five (5) working days from the event which gave rise to the grievance, the employee shall complete a grievance form and file the grievance with his immediate supervisor, as appropriate, or to the lowest level supervisor responsible for the action giving rise to the grievance. The supervisor shall schedule a meeting to hear the grievance and shall respond in writing within five (5) working days of receipt of the grievance. However, if the Department/Regional Director and the supervisor jointly determine that resolution of the grievance is outside the supervisor's control, they may waive the Step 1 meeting.

Step 2

If the grievant is not satisfied with the response given in Step 1, he shall within five (5) working days of receipt of the response submit the grievance to the Department/Regional Director responsible for the supervisor in Step 1. A grievance meeting shall be scheduled with the grievant and, if requested by the Federation, a steward or union representative. Within ten (10) working days following receipt of the grievance, the Department/Regional Director shall respond in writing to the grievance.

Step 3

If the grievant is not satisfied with the response given in Step 2, he shall within five (5) working days of receipt of the response submit the grievance to the Director of Human Resources. A grievance meeting shall be scheduled with the grievant and, if requested by the Federation, a steward or union representative. Within ten (10) working days following receipt of the grievance, the Director of Human Resources shall respond in writing to the grievance.

Step 4

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

6.6

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

Within fourteen (14) days from the date of the appeal, the Federal Mediation and Conciliation Service shall be jointly requested to submit a panel of seven (7) qualified arbitrators, from which one (1) shall be selected. Should the parties be unable to agree

upon an arbitrator within fourteen (14) days of receipt of the panel, the parties shall strike names alternately with the party's right to strike the first name to be determined by the flip of a coin.

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

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

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

The arbitrator shall render in writing his findings and award as quickly as possible or within thirty (30) calendar days after the hearing and shall forward such findings, award, and all supporting data to the Director of Human Resources and the Federation President.

6.7

Group Grievance

A grievance may be filed by a group of employees. In such grievance, one of the several grievants shall represent the group in all hearings. Group grievances will commence at Step 2 of the grievance procedure and must be filed within five (5) working days from the event which gave rise to the grievance.

6.8

The time limits provided for in the Agreement may be extended only on mutual written agreement of the parties. Should a manager representative fail to communicate his written answer within the time limit prescribed in Section 6.5, the grievant may carry his grievance to the next step. If the grievant fails to file or advance his grievance within the time limits prescribed by Section 6.5, the grievance shall be considered as satisfactorily answered by the last management representative responding to the grievance.

6.9

Where a grievance is filed concerning a continuing condition, the grievance may be filed at any time the condition exists.

ARTICLE 7 - PROBATIONARY PERIODS

7.1

All newly hired employees or promoted employees who were selected under Article 15, shall serve a probationary period as listed below.

It is agreed that the probationary period for the following classifications shall be 120 days from the first date of paid service for the Agency:

- Account Clerk 2,
- Account Clerk 3,
- Activity Therapy Specialist 2,
- Administrative Assistant 1,
- Air Quality Technician 2,
- Automotive Mechanic 1,
- Carpenter 2,
- Clerical Specialist,
- Clerk 2,
- Community Service Worker,
- Computer Operator 1,
- Cook 1,
- Cook 2,
- Custodial Worker,
- Data Entry Operator 2,
- Data Entry Operator 3,
- Data Processor 2,
- Data Processor 3,
- Delivery Worker 1,
- Delivery Worker 2,
- Electrician 2,
- General Activity Therapist 2,

Groundskeeper 2,
Investigator 1,
Investigator 2,
Mail Clerk/Messenger,
Maintenance Repair Worker 2,
Office Machine Operator 1,
Office Machine Operator 2,
Painter 2,
Plumber 2,
Public Inquiries Assistant 1,
Purchasing Assistant 1,
Secretary 1,
Security Officer 2,
Social Service Aide 2,
Social Service Worker 1,
Software Specialist 1,
Stores Clerk,
Telephone Operator 1,
Telephone Operator 2,
Telephone Supervisor,
Typist 1,
Typist 2,
Word Processing Specialist 2,
Youth Leader 1,
Youth Leader 2,
Youth Leader 3.

For employees in the following classifications, the probationary period will be 180 days from their first day of paid service for the Agency:

Caseworker 1,
Caseworker 2,
Caseworker 3,
Child Welfare Caseworker 1,
Child Welfare Caseworker 2,
Child Welfare Caseworker 3,
Child Welfare Caseworker 4,
Nurse 1,
Public Information Specialist,
Recruitment Aide,
Volunteer Coordinator 2.

7.2

The termination of any employee during the probationary period served upon hire is not subject to review by, or appeal to, the Board of Review or arbitration and is not subject to

the grievance procedure set forth in this Agreement. The continuation of employment beyond the probationary period is solely the prerogative of the Agency and shall not be appealed.

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

7.3

The probationary period of an individual employee may be extended, not to exceed one-half (1/2) of the employee's probationary period, only upon written agreement of the Agency, the individual employee and the Federation.

7.4

Any new or changed classifications will be discussed with the Federation to determine their probationary periods. If agreement cannot be reached, it is agreed and understood that their probationary period will be 180 days.

7.5

The probationary period of part-time and intermittent employees shall be eight hundred (800) hours of paid time for non-professional employees or one thousand (1000) hours of paid time for professional employees, but shall in no case exceed one (1) year from that appointment.

ARTICLE 8 - EMPLOYEE DISCIPLINE

8.1

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

8.2

When a meeting is scheduled with an employee(s) in the Bargaining Unit for disciplinary purposes (e.g., verbal reprimand, written reprimand, suspension, discharge), the employee(s) will be advised in advance and allowed to have a representative of the Federation present.

8.3

If Management deems it necessary to conduct an investigatory interview and there is a reasonable expectation that the results of such an interview may lead to disciplinary action against the employee, the employee shall be notified of such interview and advised

of his/her right to have a union representative present. The employee, union representative, Federation President, PGO and Human Resources shall be provided with a copy of the report resulting from the investigatory interview.

Management shall initiate an investigation as soon as reasonably practical upon learning of an offense, and shall conclude the investigation as soon as reasonably practical. Management may hold in abeyance any internal investigation if a concurrent criminal or outside administrative investigation is occurring or until conclusion of a judicial hearing.

8.4

If action more severe than a written reprimand is being contemplated by the Agency, a pre-disciplinary hearing will be scheduled with the employee before the Director of Human Resources, or designate, to discuss the facts relating to the possible discipline. The employee will be advised of the hearing in advance and have the opportunity to have union representation. The employee and his representative shall be presented with the specific reasons for considering the recommended discipline not later than ten (10) working days prior to the hearing and the employer shall be presented with any documents the union intends to submit in the employee's defense not later than five (5) working days prior to the hearing.

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

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

TO:

FROM: HUMAN RESOURCES

DATE:

RE: PRE-DISCIPLINARY HEARING

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

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

cc: , Division Director
, Department Director
, Immediate Supervisor
, Federation President
, PGO

8.5

The Executive Director shall make a final decision whether to impose discipline and the level of discipline to be imposed and shall notify the employee of same within fifteen (15) working days after the pre-disciplinary hearing. The PGO will have twenty (20) working days to file a grievance at the fourth step of the grievance procedure upon receipt of the Executive Director's decision to impose a suspension or termination.

ARTICLE 9 - LAY-OFF PROCEDURES

9.1

When the Agency determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of abolishment of positions, lack of funds, or lack of work, as set forth in Ohio Revised Code 124.321, the procedures of this Agreement shall govern the lay-off of employees.

9.2

Not later than sixty (60) days prior to any anticipated lay-off of Bargaining Unit employees, the Agency shall notify the Federation. Agency and Federation representatives shall meet and confer as soon as practicable in order to discuss steps to prevent the lay-off of employees (if possible). Such steps shall include, but not be limited to:

1. Offering other Agency positions to employees in the affected classifications. Such an offer may only be made to an employee who is qualified for the position being offered. Seniority shall govern any choices among employees for such an offer;
2. Assisting employees who may desire and may be qualified to retire or resign;
3. Assisting employees in the affected classifications in seeking and preparing for other employment.

9.3

Order of Lay-Off

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

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

9.4

Within the Order of Lay-Off, employees shall be retained, laid off, and have displacement rights within their specific job classification series on the basis of seniority, as defined in Article 14 of this Agreement. The exceptions shall be where an employee who would be retained manifestly does not possess the minimum qualifications to perform the job responsibilities that remain. In such cases, the Agency shall possess the burden of proof and shall retain the most senior employees who are qualified to fill the positions remaining after the lay-off. There shall be no bumping or displacement rights from one job classification series to another.

9.5

Laid off employees shall remain on recall lists according to job classification series for one (1) year from their last workday. Recall shall be in the reverse order of lay-off. Employees must be qualified to perform the responsibilities required for the position. The Agency shall have the burden of proving that an employee in the classification series is not qualified. The Agency shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Agency's records. Each employee is responsible for providing the Human Resources Department with his or her current address. If the Agency has not received the employee's written acceptance of the offer of recall within ten (10) days of the postmark, the offer shall lapse and the employee shall be removed from the appropriate recall list.

9.6

The Agency shall post a Seniority List of the affected classifications thirty (30) days prior to any anticipated lay-off. Any errors in regard to seniority dates posted are to be brought to the Human Resources Department's attention so that a review can be made to determine appropriate seniority dates. If agreement cannot be reached in regard to appropriate dates, a grievance may be filed at Step 3 of the Grievance Procedure. Such grievance must be filed prior to the employee being laid off.

9.7

Employee's notification of lay-off will be made at least ten (10) working days prior to the effective date.

9.8

In the event of a tie in seniority, seniority will be determined by employee's date of original application

ARTICLE 10 – SUBCONTRACTING

10.1

It is not the intent of Franklin County Children Services to contract out work solely for the purpose of intentionally undermining the integrity of the Bargaining Unit. Franklin County Children Services reserves the absolute right to subcontract work out for the benefit of the County and/or Franklin County Children Services and would do so in good faith. If the employer considers contracting out a function or service regularly performed by a Bargaining Unit employee, other than in a temporary emergency situation, which would displace Bargaining Unit employees, the employer shall provide reasonable advance notice in writing to the Federation, but not less than sixty (60) days prior to the Request for Proposals (RFP) being published. The employer shall meet with the Federation prior to deciding to contract out and discuss the reasons for the proposal and provide the Federation an opportunity to present alternatives.

10.2

The employer when issuing an RFP for a service or function regularly performed by a Bargaining Unit employee, shall include a requirement that the contractor will give hiring preference to qualified employees of the Agency who apply and who currently perform the type of work that is being contracted. The employer will attempt to place employees who are displaced by subcontracting.

ARTICLE 11 - NO STRIKE

11.1

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

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

11.2

No Lockout Section

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

ARTICLE 12 - LABOR/MANAGEMENT MEETINGS

12.1

The Executive Director and/or his designate will meet as mutually agreed upon, but no more often than once per month, unless the parties mutually agree to more meetings, with representatives of the Federation to discuss matters of mutual concern. Time excused for such meetings will be with pay, for scheduled regular working hours, for a maximum of three (3) Union representatives. Management shall submit an agenda for such meetings to the Federation one week in advance. The Federation shall submit its agenda to management one week in advance.

12.2

The Executive Director or his designate will advise the Federation prior to any changes affecting wages, hours, terms and other conditions of employment at such meetings and confer with them on such changes. The Federation shall have the right to present its views in writing on any such changes. It is understood that matters that are excluded from collective bargaining by Ohio Revised Code 4117.10(A) are exempt from this section.

ARTICLE 13 - HOURS OF WORK

13.1

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

in such cases, employees shall return to regular 8-hour workdays during weeks containing a holiday.

This Article does not limit Management's right to schedule flexible hours so as to avoid the incurring of overtime. Bargaining Unit employees should use every reasonable effort to complete their work assignments within a 40-hour work week.

13.2

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

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

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

13.3

Overtime will be granted for Bargaining Unit positions exempt under the Fair Labor Standards Act (pay range 16 and above and workers in the Caseworker classifications) at a maximum of four (4) hours per work week for hours actually worked.

An employee must obtain prior approval for overtime in writing from his supervisor or, in that person's absence, the Associate Director or the Director. However, in an emergency when prior written approval cannot be obtained and approval is given orally, a written confirmation must be executed on the next workday.

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

Maximum paid overtime will be based on employees actually working up to four (4) hours service in excess of forty (40) hours in a work week with payment of one and one-half (1 1/2) times their rate of pay or if the employee elects, compensatory time off at the

rate of one and one-half (1 1/2) times his rate of pay. Any additional authorized overtime, as identified in this Section, will be provided as compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of forty-four (44) hours in a work week unless the employee chooses to receive compensatory time off for the first four (4) hours actually worked in excess of forty (40) hours in the work week, banking up to a maximum of two hundred forty (240) hours. An employee must obtain approval before using compensatory time off. The request for compensatory time off must be in writing.

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

13.4

All clerical staff shall have a scheduled fifteen (15) minute break during the morning and afternoon of their work day.

13.5

In the event an employee is unable to be at his work place as scheduled due to absence or tardiness, he is to call the supervisor on duty and inform him or her or this person's designee. Such notice shall precede absences whenever possible and shall not be more than one (1) hour after the commencement of the employee's shift without reasonable excuse. All service delivery staff (including Social Service Aides) in Intake & Investigation shall call at least three (3) hours before they are scheduled for work, if practicable.

13.6

Employees shall keep their supervisors closely advised of the expected extent of their absences and expected dates of return to duty.

13.7

The Agency agrees to provide four (4) hours pay for Maintenance employees and Delivery Workers who are called in for emergency work.

13.8

For purposes of the calculation of overtime, paid holidays during the work week are considered hours actually worked.

ARTICLE 14 – SENIORITY

14.1

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

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

14.2

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

ARTICLE 15 - PROMOTIONS AND TRANSFERS

15.1

All vacant and newly created Bargaining Unit positions will be posted on a bulletin board mutually designated by the Federation and the Agency in each work location for ten (10) calendar days prior to being filled. During the ten-day posting period, any employee within the Agency or anyone outside the Agency may apply. All applicants who meet the minimum qualifications and make a written request to be interviewed will be granted an interview. In an effort to fill vacancies as expeditiously as possible, applicants, if possible, shall make themselves available for the interview regardless of being on any kind of paid or unpaid leave.

15.2

Employees may not apply for a lateral transfer or promotion until twelve (12) months have elapsed since their last transfer or promotion.

15.3

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

1. knowledge, skill, and documentation in the employee’s personnel file;
2. education;

3. work experience relevant to the position being applied for;
4. seniority.

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

15.4

Written notification of the filling of a vacancy will be given to all applicants for said vacancy upon filling of the vacancy.

15.5

Employees who are promoted will receive a five percent (5%) increase on their base rate of pay.

15.6

Employees in the Bargaining Unit who are promoted to a higher classification in the Bargaining Unit and who perform satisfactorily will retain their anniversary dates prior to the promotion unless they receive a salary increase of five percent (5%) or more. In that event, the date of the promotion will become their new anniversary date.

15.7

Employees in Child Welfare Caseworker 1 and Child Welfare Caseworker 2 classifications may be promoted in place. These employees are eligible for promotion-in-place on the date that the employees meet the minimum qualifications for the next higher classification, provided the following conditions are met:

1. Satisfactory overall work record as reflected in performance evaluations and other documentation in the personnel file.
2. The employee has satisfactory performance evaluations, appropriate knowledge and skill, and relevant work experience and education for the next higher classification.

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

An employee promoted in place may not apply for a lateral transfer or promotion until twelve (12) months have elapsed since the promotion-in-place.

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

15.8

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

The transfer of staff from one region to another due to caseload distribution needs shall be done by volunteers by seniority order. If not enough staff volunteer for the transfer, then the number of necessary transfers shall be made by inverse seniority order.

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

ARTICLE 16 - EMPLOYEE EVALUATIONS

16.1

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

16.2

Upon completion of the employee's evaluation conference with the supervisor, the employee will be provided with a copy of the evaluation for review. After reviewing, should the employee desire to submit a written reply, he 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 Agency channels and become part of the employee's permanent personnel record.

16.3

Upon being reviewed by all the appropriate levels in the Agency, Human Resources will send a copy of the evaluation and any attachments to the employee for his records. Should there be any written statements on the evaluation form or attached thereto from levels of supervision higher than the immediate supervisor, the employee will be provided the opportunity to respond within two (2) working days and such a response will also be part of the evaluation.

16.4

An employee who is on authorized unpaid leave of absence who returns to the same classification shall have his annual anniversary date extended in an amount equal to the time spent on unpaid leave. That date shall be his annual evaluation date.

16.5

All employees will be evaluated midway through their probationary period. Should this evaluation be positive and continue to be positive, the employee will be advised at the end of the probationary period of his permanent status.

In the event the first evaluation indicates a problem exists, or should a problem arise after the first evaluation, the employee will be advised, and if determined by the Agency that with guidance and a sincere effort by the employee the performance may be corrected, the Agency may allow time until the end of the probationary period or any extensions thereof (not to exceed one-half (1/2) of the employee's probationary period) to correct the deficiency.

16.6

An employee who is eligible for a lump sum payment, pursuant to Section 32.8, upon receiving a satisfactory performance evaluation on his or her anniversary date, shall not be denied the lump sum payment for which he/she is eligible if his or her evaluation conference is late. Such a lump sum payment will be paid as soon as possible following the date that the last signature is affixed to the evaluation.

ARTICLE 17 - PERSONNEL FILES

17.1

An employee may review the contents of his/her personnel file. A request to review a personnel file is to be directed to the Human Resources Department.

17.2

Employees shall be provided with a copy of any materials that will become part of their permanent personnel record while an employee of this Agency. At that time, the affected employee may appeal the inclusion of such material pursuant to Article 6.

17.3

Written reprimands will be removed from the employee's personnel file after eighteen (18) months from the date of the written reprimand providing there are no intervening disciplinary actions. Suspensions of five (5) days or less will be removed after forty-eight (48) months from the first day of the suspension providing there are no intervening

disciplinary actions after the effective date of the suspension. Suspensions of greater than five (5) days will be removed after ninety-six (96) months from the first day of the suspension providing there are no intervening disciplinary actions after the effective date of the suspension. It is understood by the parties that while disciplinary documents may be removed from a personnel file, they can only be destroyed pursuant to applicable law.

17.4

It is the responsibility of the employee to forward all necessary material for inclusion in the employee's personnel file. Necessary material includes, but is not limited to, home address, home telephone number, copies of diplomas evidencing additional education and copies of licenses relating to the employee's position within Children Services.

17.5

The employee will be notified whenever information in an employee's personnel file is released to someone other than to Agency staff with a need to know pursuant to a public records request. If the information is available, the employee will also be notified of the name, address and telephone number of the person making the request.

ARTICLE 18 - BULLETIN BOARDS

18.1

The Agency agrees to provide space equal to one-fourth (1/4) of existing and future bulletin boards for the exclusive use of the Federation for the posting of Federation notices. It is agreed that all materials posted shall be in good taste and shall respect the personal dignity and integrity of all persons. The following material will be posted by the designate of the Executive Director upon request by the Federation:

1. Federation Recreation and Social Affairs
2. Notice of Federation Meetings
3. Federation Appointments
4. Federation Election Notices and Results
5. Federation Local #1960, Council #2 Policies and Practices

18.2

Any additional Federation material to be posted must have the approval of the Executive Director or his designate.

18.3

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

ARTICLE 19 – HEALTH AND SAFETY

19.1

All employees have the right to work in safe and healthful conditions. All buildings and equipment shall be maintained in accordance with standards set by the Occupational Safety and Health Administration. The Executive Director or his designate shall permit, with at least one (1) day prior notice, the Federation President or his designate to visit specified work areas to investigate working conditions, employee complaints, or for purposes relating to the terms and provisions of this Agreement.

19.2

No employee shall knowingly be given any assignment that is dangerous to his physical safety or health. However, it is recognized by the Agency and the Federation that due to the nature of the services and clientele, it is not always possible to know the circumstances an employee may be involved in. It is the responsibility of the employee to bring concerns he may have to the attention of this supervisor in order to determine if police assistance is necessary.

(See Appendix to Article 19.)

ARTICLE 20 - PROVISION CONTRARY TO LAW

20.1

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

ARTICLE 21 - NON-DISCRIMINATION

21.1

No person or persons or agencies responsible to the Agency nor the Federation and its officers shall discriminate for or against an employee on the basis of race, religion, creed, color, national origin, sex, marital status, age, handicap, disability, sexual orientation, member of the uniformed service, political affiliation, Federation membership or legal activity. The Agency and the Federation agree to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters.

21.2

The Agency and the Federation agree that dealings between their representatives and members will be characterized by mutual respect for personal dignity.

21.3

The Agency and the Federation agree there shall be no form of sexual harassment of employees.

ARTICLE 22 - PART-TIME AND INTERMITTENT EMPLOYEES

22.1

A part-time employee is regularly scheduled to work less than forty (40) hours per week.

22.2

Intermittent employees are defined as employees working an irregular schedule determined by the fluctuating demands of the workload. However, the number of actual hours worked in a work week or in a year is not pertinent to the definition of intermittent employee.

22.3

Part-time and intermittent employees within Bargaining Unit classifications are members of the bargaining unit and are eligible for membership in the Federation.

22.4

Part-time employees shall be entitled to an evaluation and shall be eligible for appropriate wage rate increases upon completion of every 2,080 hours (same as 40 hours per work week, 52 work weeks) of employment.

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

22.5

Part-time and intermittent employees whose average hours worked per week are sixteen (16) or more will be eligible for enrollment in the hospitalization program at Agency expense. The cost of the hospitalization benefits shall be included in the calculation of the fringe benefit cap referred to in Article 25. The average hours worked per week will be calculated in December each year and will apply for the following calendar year. New intermittent employees who are hired prior to September 30th will have their average hours calculated after their first three (3) months in the intermittent position. If an

intermittent employee has not worked for three (3) months or more, they will be removed from the benefit plans, except when they are on an approved leave of absence and were previously receiving benefits on the last day they worked prior to the commencement of the leave.

22.6

Part-time regular employees who are regularly scheduled to work sixteen (16) or more hours per week shall accrue pro-rated vacation leave.

22.7

Full-time or part-time employees who transfer to intermittent status shall have any accrued but unused compensatory time cashed out and shall have the option at the time of the transfer to cash out their accrued vacation bank or to retain the vacation bank.

22.8

Intermittent employees must submit a schedule each month and be available for at least three (3) shifts each week. Intermittent employees are permitted to request a number of weeks each year as unpaid leave or accrued vacation if remaining in the bank, based on the following schedule:

1. less than 1 year of seniority, 0 weeks of unpaid leave;
2. one year to 2 years of seniority, 2 weeks of unpaid leave;
3. more than 2 years to 8 years of seniority, 3 weeks of unpaid leave;
4. more than 8 years to 15 years of seniority, 4 weeks of unpaid leave;
5. more than 15 years to 22 years of seniority, 5 weeks of unpaid leave;
6. more than 22 years of seniority, 6 weeks of unpaid leave.

Seniority is determined by the seniority list.

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

22.9

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

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

ARTICLE 23 - STAFF INPUT

23.1

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

23.2

The Agency will mail copies of all tentative agendas for meetings of the Franklin County Children Services Board to the Federation President.

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

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

ARTICLE 24 - EQUIPMENT AND SUPPLIES

24.1

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

ARTICLE 25 - FRINGE BENEFITS

25.1

The Federation and Agency agree to maintain fringe benefits at their current levels. Notwithstanding such agreement, the Federation and the Agency agree to cap costs of the following benefits at 16.0% of salaries (computed on bargaining and non-bargaining salaries together).

Hospitalization

Dental

Prescription Drug, including coverage for birth control prescriptions

Vision

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

Legal Services

Tuition Reimbursement

Mental health, chemical dependency, and Employee Assistance Program,

given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

Short Term Disability, on the same basis as the non-bargaining employees' program:

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

A joint Labor/Management committee will be established following current negotiations to review the EAP and to make recommendations to the County Commissioners for consideration during the development of the next County Request for Proposals for counseling services.

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life

insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age.

25.2

The Federation will be provided monthly cost figures and a running total of the surplus or deficit in the cap fund by the Director of Human Resources, who will also work with the Federation by providing any information and/or assistance in developing alternatives to current benefits that will effectively control or limit future cost increases of the above benefits.

25.3

Sixty (60) days prior to the effective date of all general increases in salary (including PERS pickup) during the term of this Agreement, the Agency and the Federation will meet to discuss the alternatives to adjusting or changing these benefits to maintain the cost of these benefits at the agreed upon cap. (The average cost in the preceding twelve (12) months will be used to determine the cost.)

25.4

Any recommendation for changes must be within the realm of possibility for the Agency to implement, that is, it must be legal and authority must exist for the Board to make such changes.

25.5

Any recommendation by the Federation to adjust or change these benefits to keep the cost within the cap (unless the Agency agrees otherwise) must be voted upon by all employees of the Agency. The majority of those employees voting shall determine whether or not such recommendations will be submitted to the Board for consideration.

25.6

If the Agency fails to act on practicable recommendations, which must be presented to the Agency within twenty-five (25) days following the first meeting held pursuant to Section 25.3, the increased costs over the cap of current benefits will be absorbed by the Agency.

25.7

If such adjustment(s) (or in the event of no recommendation for adjustment) does not result in a cost reduction below the cap on these benefits, then the cost must be absorbed by: 1) the employee through payroll deduction or 2) reduction in the general increase

and/or PERS pickup by that percentage over the cap. If the money paid for the benefits the previous twelve (12) months of any year is less than the amount provided under the cap, the Federation shall advise whether the surplus will be carried over to the next year, will be used to adjust benefits, or will be applied as a general wage increase.

25.8

For the purposes of determining the salary level to calculate the fringe benefit cap during the term of this Agreement, the salary will be adjusted by eight and one-half percent (8.5%) to reflect the amount paid by the Agency to the Public Employee Retirement System on behalf of the employees.

25.9

In addition to the monies in the Fringe Benefit Cap Fund provided herein, the Agency agrees to annually add seven thousand one hundred and three dollars (\$7,103.00).

ARTICLE 26 – HOLIDAYS

26.1

The Agency agrees to the following paid holidays:

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

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

26.2

Part-time employees who are regularly scheduled to work 16 hours or more per week are only granted holiday pay for those holidays that fall on a day that they are regularly scheduled to work. A part-time employee receives holiday pay for the number of daily hours he is normally scheduled to work on that holiday, to a maximum of eight (8) hours pay.

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

26.3

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

ARTICLE 27 - SERVICES

27.1

The Agency and the Federation recognize a mutual interest in ensuring that the employees of the Agency offer the finest services possible to the people of Franklin County and that employees are able to effectively, efficiently, and professionally carry out their several vocations.

27.2

In 1992, a joint Labor/Management Committee completed a workload project for Child Welfare Caseworkers. The purpose of this project was to identify a system to measure or weigh the amount of expected work in a case and to identify options within Agency resources to reasonably address heavy workloads of staff. The Agency and the Federation reaffirm their mutual commitment to identify means to provide reasonable workloads to said staff.

A workload subcommittee will be convened to make recommendations to the Labor/Management Committee regarding the most effective and efficient manner in which to consistently manage caseloads throughout the Agency in order to achieve the goals contained in Section 32.6. The subcommittee's priority is the legal mandate that children be placed as quickly as possible in safe and stable homes for the duration of their childhoods. This subcommittee shall also study and take into consideration any other changes established within this Agreement and their impact on caseloads.

The report of the subcommittee shall be submitted to the Labor/Management Committee not later than July 1, 1999. The Labor/Management Committee shall review the report and shall forward it to the Executive Director not later than September 1, 1999. The Executive Director shall provide a written response to the report and recommendations no later than November 1, 1999.

ARTICLE 28 - STAFF DEVELOPMENT

28.1

The Agency is committed to developing a program of training for employees geared to their present classifications and, as appropriate, to their next classification in the career ladder. This program would consist of a combination of training opportunities available in the community and Agency-sponsored programs.

28.2

The Agency shall permit flexible use of eight (8) hours of the Agency paid forty (40) hours of staff development. These eight (8) hours may be used for employee-determined staff development. Such staff development may be related to career advancement or to a personal interest connected to professional development. However, all expenses for such staff development, exclusive of Agency-paid salary, shall be borne by the employee.

ARTICLE 29 - LEAVE OF ABSENCE

29.1

The Agency will provide a leave of absence without pay for reasons of maternity up to a maximum of six (6) months. This leave may be available in addition to use of accrued vacation time and paid sick leave for periods of disability and inability to work because of pregnancy and maternity. A doctor's statement of disability and inability to work because of pregnancy and maternity is required to receive paid sick leave. The leave of absence may be taken without the employees using their sick and/or vacation leave. An employee may not take FMLA leave in addition to maternity leave once twelve weeks of maternity leave are used in a calendar year.

29.2

Other leaves of absence may be provided at the discretion of the Executive Director.

29.3

An employee may request up to six (6) months unpaid child rearing leave. The employee may apply any form of paid leave, including sick leave, to the child rearing leave in order to remain in paid status. Such leave would not require that the employee be returned to the same classification. However, the employee would be placed in a comparable pay status. An employee may not take FMLA leave in addition to child rearing leave once twelve weeks of child rearing leave are used in a calendar year.

29.4

Employees on unpaid leave of absence due to disability resulting from an injury that is job related and which has been approved by the Ohio Bureau of Workers' Compensation and/or the Industrial Commission of Ohio as an industrial accident shall have the employer's share of their medical insurance paid for by the Agency for six (6) months.

29.5

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

29.6

Family and Medical Leave Act (FMLA)

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

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

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

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

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

With respect to family members, the term is intended to cover conditions or illnesses that require continuing treatment by a state licensed health care provider and affects the

health of a family member so that he/she is or is expected to be unable to participate in school or in his/her regular daily activities for more than three (3) calendar days.

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

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

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

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

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

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

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

29.7

This Article does not limit the Agency’s right to discipline an employee up to and including termination for just cause if the employee is off work without approved leave (AWOL).

29.8

Employees who have at least 240 hours of sick leave in their bank by their annual evaluation date are eligible each year to cash out their unused sick leave that was accrued in the prior 12-month period and be paid one-half of its value at the employee’s regular hourly rate of pay.

ARTICLE 30 - MILEAGE REIMBURSEMENT

30.1

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

ARTICLE 31 - VACATION POLICY

31.1

The vacation policy shall be:

Less than 1 year of service	-	0 hours of vacation
After 6 months’ service	-	an employee is permitted to use up to 40 of the 80 hours which are actually credited at the end of the first year
After 1 year of service	-	80 hours of vacation
After 2 years of continuous service-	-	120 hours of vacation
After 8 years of service*	-	160 hours of vacation
After 15 years of service*	-	200 hours of vacation
After 22 years of service*	-	240 hours of vacation

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

31.2

The policy regarding accrual and crediting of vacation on the employee’s bi-weekly earning statement (referred to hereafter as pay stub) is as follows:

1. During the first year of service there is no accrual and crediting of vacation hours.
2. At the end of the first year of service, 80 vacation hours are credited to the employee on the pay stub.
3. During the second year of service, vacation is accrued and credited on the pay stub at the rate of 3.1 hours per pay period – 80 hours per year.
4. At the end of 2 years of continuous service, an additional 40 vacation hours are credited to the employee on the pay stub.
5. During the 3rd through 8th year of service, vacation is accrued and credited on the pay stub at the rate of 4.6 hours per pay period – 120 hours per year.
6. At the end of the 8th year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
7. During the 9th through 15th year of service, vacation is accrued and credited on the pay stub at the rate of 6.2 hours per pay period – 160 hours per year.
8. At the end of the 15th year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
9. During the 16th through 22nd year of service, vacation is accrued and credited on the pay stub at the rate of 7.7 hours per pay period – 200 hours per year.
10. At the end of the 22nd year of service, an additional 40 vacation hours are credited on the pay stub to the employee.
11. During the 23rd year and thereafter, vacation is accrued and credited on the pay stub at the rate of 9.2 hours per pay period – 240 hours per year.

31.3

Those part-time employees who are regularly scheduled to work sixteen (16) hours or more per week shall earn vacation benefits in accordance with Section 31.2 on a pro-rated basis according to the number of hours actually worked.

31.4

On December 31 of each year employees will be allowed to have accumulated no more than two times the amount of vacation they are then earning. Employees who, on December 31, have accumulated more than two times their current vacation accrual rate, will have this amount deducted from their accumulated vacation.

31.5

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

Use of these Personal Leave days requires advance approval of the immediate supervisor in accordance with usual Agency policy and is limited to a minimum of four (4) hours use per occasion.

31.6

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

ARTICLE 32 - WAGES AND SALARIES

32.1

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

32.2

All employees shall receive a 1.5% increase added to their base salary at the beginning of the pay period in which February 1, 2002 falls.

Pay ranges will be adjusted by 1.5% at the beginning of the pay period in which February 1, 2002 falls. Pay ranges for each of these years are set forth in Appendix A. The adjustment of the pay ranges does not constitute a general increase beyond the adjustments in the first paragraph of this Section.

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

Pay Range assignments for all current Bargaining Unit classifications shall be those found in Appendix B. Pay Range assignments for new Bargaining Unit classifications shall be negotiated by the parties. Newly hired employees may be paid no more than twenty percent (20%) over the entry level rate of pay for the classification they are hired into. Such higher percentage shall be based on a clear set of written standards.

32.3

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

32.4

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

Licensed Social Worker (LSW) – 2% pay supplement of current rate of pay

Licensed Practical Counselor (LPC) – 2% pay supplement of current rate of pay

Licensed Independent Social Worker (LISW) – 4% pay supplement of current rate of pay

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

32.5

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

32.6

Agency employees recognize that the Agency's and their own first duty is to protect children who are or may be abused, neglected, or dependent. Work and decisions around placement must always be guided by the principle of protection of children.

Nevertheless, employees are committed to avoiding unnecessarily long placements of children outside their homes. Employees are committed to preserving healthy, safe families and to procuring permanent homes for children.

The Agency and its employees affirm their commitment to protect children and to place them as quickly as possible into safe and stable homes. To provide incentives to that end, the parties agree that all employees may receive an additional one and one quarter percent (1.25%) achievement increase added to their base salary at the beginning of the pay period in which February 1, 2002 falls, if all of the following Agency objectives are met:

All goals listed below will be in effect for the first year of the agreement:

1. Increase and maintain the average monthly (30-day) face-to-face child contact rate to 83% as follows:

For the last 6 months of 1999
For all 12 months of 2000
For all 12 months of 2001

Baseline: The 83% goal is 4% above the average rate of 79%, posted over the last 3 years (1996 through 1998) and 2% above the average 1998 30-day contact rate of 81%.

2. Reduce the average length-of-stay of children in paid care by 11 days as follows:-

For the last 6 months of 1999: down to 12.2 months per child-about 3% lower than a projected 12.5 months per child;

For all 12 months of 2000: down to 12.3 months per child-about 3% lower than a projected 12.6 months per child;

For all 12 months of 2001: down to 11.9 months per child-about 3% lower than a projected 12.2 months per child.

Baseline: Separate goal thresholds for each year are all set 11 days (about 3%) lower than the average length-of-stay projected for each year.

3. Limit the average rate of recidivism of children back into paid care within 3 months of discharge to no more than 17% as follows:

For 1999: 3 months, beginning with and including July, 1999 through September, 1999;

For 2000: 12 months, beginning with and including October, 1999 through September, 2000;

For 2001: 12 months, beginning with and including October, 2000 through September, 2001.

Baseline: The 17% goal (limit) is 4% above the average rate of 13%, posted over the last 3 years (1996 through 1998) and 5% above the average 1998 recidivism rate of 12%.

32.7

During year two of the contract, all employees, including those who are at or above the top of the pay range, will receive a \$.34 per hour adjustment to their base rate of pay upon his/her anniversary date, provided that the employee receives a satisfactory evaluation.

ARTICLE 33 -TUITION REIMBURSEMENT

33.1

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

1. Full-time permanent employees may be reimbursed for up to two (2) courses per quarter/semester.
2. Part-time permanent employees working an average of twenty (20) hours or more per week may be reimbursed for up to one (1) course per quarter/semester.
3. Intermittent employees, beginning one hundred eighty (180) days after the first day of employment, who work an average of not less than twenty (20) hours per week during this period and during the time period in which the course is taken, may be reimbursed for up to one (1) course per quarter/semester.

33.2

Eligible Courses

The following criteria apply:

1. A course must be related to the employee's actual specific job assignment or to a position in the Agency to which the employee aspires. For purposes of this section, the obtaining of basic literacy, a high school diploma, or completion of G.E.D. requirements shall be considered related to every job assignment in the Agency;
2. A course must be taken at a school chartered by the State Department of Education, an accredited college, an accredited university or at their extension centers. No correspondence courses shall be eligible.

33.3

Reimbursement Procedures

Employees must follow these procedures in order to obtain reimbursement:

1. The employee must make application for reimbursement to the Department of Professional Development at least seven (7) days prior to the first day of class to which the employee wishes to enroll and will receive a response as to whether the request for tuition reimbursement was approved within fifteen (15) days of the

- date of application. Application forms may be obtained from the Department of Professional Development;
2. Upon completion of the course, the employee shall submit the original grade report received for the course to the Department of Professional Development. The employee must receive a letter grade of “C” (or its equivalent) for the course;
 3. If the employee has met the requirements of this policy, he shall be reimbursed at the rate not to exceed the credit hour fee charged by Capital University. Employees shall not be reimbursed for materials. Employees shall not be reimbursed for lost work time under this provision;
 4. Employees who participate in the Tuition Reimbursement Program must agree to continue employment with Franklin County Children Services for a minimum of two (2) months per course completed. Work commitments begin after completion of the course and must be served consecutively, not concurrently. Employees who do not complete the work commitment are required to return the funds received under the Tuition Reimbursement Program.

33.4

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

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

33.5

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

33.6

Franklin County Children Services will pay each eligible applicant an equal share of the \$50,000 program cap, up to a maximum of \$1,000 per year, or the amount that the applicant paid towards their college loan during the previous calendar year, whichever is less. “Equal share” is defined as the program cap divided by the number of eligible

applicants. Employees may submit applications yearly, for up to a maximum of five (5) years, and receive a maximum reimbursement under this program of \$5,000.

ARTICLE 34 - JOB AUDITS

34.1

Step 1

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

Step 2

Human Resources will review the audit request and 1) make a recommendation for classification based on the information submitted or 2) if necessary, perform an “on-site” audit of the position with the employee and his supervisor. The employee will be notified in writing of the decision.

Step 3

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

ARTICLE 35 – DURATION

35.1

This Agreement shall become effective February 1, 2002 and shall remain in effect until midnight January 31, 2005.

There will be a re-opener after the first year of the contract for negotiations solely pertaining to Article 19, Health and Safety; Article 25, Fringe Benefits; and Article 32, Wages and Salaries.

SIGNATURE PAGE

FOR FRANKLIN COUNTY CHILDREN SERVICES		FOR FEDERATION OF FRANKLIN COUNTY CHILDREN SERVICES WORKERS COUNCIL #2 PROFESSIONALS GUILD OF OHIO
John Saros Executive Director		Charles W. DeGrove Executive Director
Lynne L. Stewart General Counsel		Donald Bowen, Jr. President
Robert D. Weisman Attorney		
Approved as to form:		
Ron O'Brien Prosecuting Attorney Franklin County, Ohio By _____ Assistant Prosecuting Attorney		

APPENDIX – ARTICLE 19 – HEALTH AND SAFETY

Effective February 1, 2002 to January 31, 2005

Pepper Spray

Section 1

The Agency, either internally or through an outside consultant, will provide training to two (2) caseworkers to become qualified as designated trainers on the use of pepper spray. The training shall provide the designated trainers with information on the proper use of pepper spray as a last resort in self-defense, safety techniques to be employed prior to and when using pepper spray; and the potential risks of the use of pepper spray. The training of the designated trainers will enable them to teach other employees of the Agency on the proper use, safety techniques and potential risks of pepper spray.

This training shall be completed no later than January 31, 2003.

Section 2

The Agency, either internally or through an outside consultant, will provide training to all caseworkers on the use of pepper spray. The training shall provide information on the proper use of pepper spray as a last resort in self-defense; safety techniques to be employed prior to and when using pepper spray; and the potential risks of the use of pepper spray.

This training shall be completed no later than January 31, 2004.

Section 3

Following the completion of the training of employees on January 31, 2004, the Agency will commence the implementation of a pepper spray program for any caseworker who has successfully completed the training and chooses to participate. The implementation of the program shall be governed by reasonable rules and policies.

Section 4

Nothing herein shall be construed to require an employee to participate in this program if he or she does not wish to participate.

Section 5

Nothing herein shall prevent the Agency and the PGO from continuously evaluating the program and the program will be subject to further negotiation during any re-opener.