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**Local** 12

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**Bargaining Agency** Montgomery County Children Services

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**Contact**

**Full text contract begins on following page.**

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***COLLECTIVE BARGAINING***

***AGREEMENT***

*between*

**MONTGOMERY COUNTY CHILDREN SERVICES**

*and*

**PROFESSIONALS GUILD OF OHIO, COUNCIL #12**

*June 1, 2000 – May 31, 2003*

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## **ARTICLE 1. RECOGNITION**

### **Section 1.**

The Montgomery County Children Services Board (hereafter referred to as "Employer") recognizes and acknowledges the Professional Guild of Ohio (Hereinafter referred to as "Union") as the sole and exclusive collective bargaining representative of the professional and non-professional employees, including probationary employees, included in the bargaining unit as follows:

All employees included under State Employment Relations Board Case No. 84-RC-08-1710 and Case No. 85-RC-01-2817.

### **Section 2.**

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

## **ARTICLE 2. MANAGEMENT'S RIGHT**

### **Section 1.**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology , and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or nonproductive;
- F. Determine the adequacy of the work force;

- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. The Montgomery County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the Employer in those emergency situations;
- K. To maintain security of all Employer records and other pertinent information.

### **ARTICLE 3. UNION BUSINESS**

#### Section 1.

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

#### Section 2.

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

#### Section 3.

The Union shall appoint not more than seven (7) work area stewards, one of whom shall be designated chief Steward. The area in which the steward works shall be his/her only area of responsibility. Each work area shall be assigned an alternate steward who shall process grievances in that work area when the regular steward is on leave.

#### Section 4.

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

#### Section 5.

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

Section 6.

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

Section 7.

It is understood that absence from assigned work as defined in Section 5 above does not authorize Union stewards to be absent from their jobs without authorization. It is also understood that privileges granted to be absent from their job shall not exceed forty (40) hours annually for stewards, eighty (80) hours annually for the Chief Steward, and one hundred (100) hours annually for the Union President. Time limits in this section shall be extended on mutual agreement of both parties.

Section 8.

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

Section 9.

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

Section 10.

The Union shall be permitted to hold meetings on agency property. Requests for such meetings shall be made with seventy-two (72) hours advance notice to the agency. In accordance with Section 6 of this Article such meetings shall be held on non-work time and in designated non-work areas.

Section 11.

Leave of absence without pay not to exceed three (3) workdays per year shall be granted to the Union President, the Chief Steward and the stewards for attendance at Union conventions, conferences or workshops. Such time off shall be requested in writing at least thirty (30) days in advance and is subject the Employer's ability to plan alternate coverage.

Section 12.

The rights accorded to the Union by this agreement shall not be given to any other employee organization by the Employer.

#### **ARTICLE 4. UNION SECURITY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue code shall not be required to join or financially support the union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board the Board shall declare the employee exempt from becoming a member or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to For Love of Children, Incorporated (FLOC) or the United Way.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

Section 1.

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

## Section 2.

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

## Section 3.

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

## Section 4.

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

## Section 5. Steps in the Grievance Procedure

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

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

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

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

Step 4.

A. If the grievance is not settled in accordance with the foregoing procedure, the Union or Management may refer the grievance to binding arbitration within ten (10) working days after receipt of the Human Resources Director's answer in Step 3 or within ten (10) working days after the Human Resources Director's answer in Step 3 should have been received. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the party requesting arbitration shall immediately request the American Arbitration Association to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, the first party a fifth name and the other party a sixth name and the remaining person shall be the arbitrator. Except as otherwise specified by this Agreement the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Montgomery County, Ohio unless the parties mutually agree otherwise.

B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of this agreement he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties in writing agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The arbitrator shall not modify the termination of an employee if the cause of termination is a felony conviction.

C. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union, provided however that each party shall be responsible for compensating its own representatives and non-employee witnesses.

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

Section 6.

The parties may by mutual agreement waive any steps or any of the time limits of this Article. Unless otherwise indicated all references to days in this Article mean working days.

Section 7.

Management grievances shall start at the third step of the grievance procedure.

## **ARTICLE 6. LABOR MANAGEMENT COMMITTEE**

Section 1.

The Labor Management Committee shall be formed consisting of ten (10) persons, five (5) from Management and five (5) from the Union. This committee shall meet quarterly during working hours to discuss matters of mutual concern.

## **ARTICLE 7. SENIORITY**

Section 1.

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

Section 2.

For purposes of this agreement, if an employee is laid off such layoff shall not constitute a break in service if the employee is placed on the payroll within one (1) year of the layoff. Time spent on layoff shall not be counted in determining accumulated seniority.

Section 3.

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

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

## **ARTICLE 8. POSTINGS AND PROMOTIONS**

Section 1.

A notice of all vacancies in the bargaining unit shall be posted on appropriate bulletin boards in all facilities for a minimum of five (5) working days. Copies of the postings will be sent to the President of the Union. The notice will show the job classification, rate of pay, and the geographic location. Those employees who wish to be considered for the posted job must file a written application with the Personnel Office by the end of the posted period.

#### Section 2.

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

#### Section 3.

An employee who applies for and receives a promotion under the provision of Section 2 above shall serve a probationary period in the new classification and shall remain in the new position for twelve (12) months before becoming eligible to apply for another position. During the promotional probationary period the employee shall be given the necessary time and training to become accustomed to the job and learn to perform the duties of the position. If an employee must be returned to his/her former classification before the end of the promotional probationary period, he/she shall be provided with written notice of the reasons for such demotion. The employee may request a meeting with the department manager and the Personnel Director to discuss such reasons. The Union shall be notified of and permitted to send a representative to such meetings.

A non-professional employee who applies for and receives a transfer to a position in the same classification will not be required to serve a probationary period and shall remain in the new position for twelve (12) months before becoming eligible to apply for another transfer in the same classification.

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

#### Section 4.

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

- A. The satisfaction of minimum qualifications for the next higher classification.

- B. Satisfactory overall work record as reflected in performance evaluations and other documentation in the personnel record.

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

## **ARTICLE 9. NON-DISCRIMINATION**

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

## **ARTICLE 10. SAFETY & HEALTH**

### Section 1.

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

### Section 2.

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

## **ARTICLE 11. DISCIPLINE**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

Whenever it is necessary to discipline any employee, Management agrees to do so in a manner that will not embarrass the employee before other employees or the public.

### **Section 5.**

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

### **Section 6.**

If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, Management shall verbally notify the Union steward or chief steward of the time the employee will receive the disciplinary notice. It shall not be necessary for the steward or chief steward to be present when the notice of discipline is delivered to the employee.

### **Section 7.**

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

Section 8.

When the Employer plans to meet with an employee in order to refer the employee to the Employee Assistance Program, the President of the Union shall be notified and shall be permitted to send a representative to the meeting.

DATE:  
TO:  
FROM:  
SUBJECT:

A meeting is scheduled on \_\_\_\_\_ at \_\_\_\_\_ to discuss \_\_\_\_\_  
\_\_\_\_\_. YOUR  
ATTENDANCE AT THIS MEETING IS REQUIRED.

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

Receipt: Employee Name \_\_\_\_\_  
Date/Time Received \_\_\_\_\_

c: Union, Manager, Personnel Director

## **ARTICLE 12. PROBATIONARY PERIOD - PROFESSIONALS**

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

## **ARTICLE 13. PROBATIONARY PERIOD - NON-PROFESSIONALS**

### Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

#### **ARTICLE 14. PERSONNEL RECORDS**

An employee shall receive one copy without charge of all materials to be placed in the personnel file and shall have access to his personnel file, upon reasonable notice to the custodian thereof. Such access to personnel files shall be within two (2) working days of said request. The employee may be accompanied by his personal representative in such inspection. It is understood between parties to this Agreement that this access and provision for copies does not include employer inquiries and references. An employee may compile and date a list of the documents he finds in his personnel file and insert a copy of that list in his file. Management has the right to have a representative present while the employee inspects his records. In the event an employee requests duplicate copies of documents in the personnel file, Management reserves the right to assess a \$.25 per page charge for such duplication when an employee makes more than two (2) requests in a calendar year, or when any request requires copying more than five (5) pages of material.

#### **ARTICLE 15. EMPLOYEE EVALUATIONS**

Section 1.

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

Section 2.

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

Section 3.

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

## **ARTICLE 16. JOB AUDITS**

Section 1.

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

Section 2.

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

Section 3.

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

## **ARTICLE 17. LAY-OFF AND RECALL**

Section 1.

All lay-off and recall procedures utilized by the Employer shall be consistent with the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code.

Section 2.

A copy of the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code governing the lay-off and recall of employees shall be available in the Personnel Office.

Section 3.

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

**ARTICLE 18. REST PERIODS**

Section 1.

All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Employees may leave their work station to take their rest period in designated areas provided that they can return to their work station within the fifteen (15) minutes period. Rest periods may be scheduled by Management.

Section 2.

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

**ARTICLE 19. PRINTING OF CONTRACT**

The Employer agrees to share the cost of printing this Agreement with the Union, provided that the Agreement is printed by a mutually acceptable facility.

**ARTICLE 20. BLOOD DONORS**

Section 1.

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

**ARTICLE 21. HOLIDAYS AND HOLIDAY PAY**

Section 1.

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

holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 2.

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

Section 3.

Holidays with pay shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement. In the event an employee is scheduled and actually works on a holiday, such time worked shall not be considered time in active pay status for the purposes of overtime calculation.

Section 4.

**The effect of this section shall expire and forever lapse upon the conversion to the Paid Personal Leave program and the crediting of PPL as provided in Article 23, Section 1.** Employees hired prior to December 1 of any given year shall be entitled to one day of paid Year End Leave to be used on or after December 20 but not later than December 31. Such leave shall be taken as a full day and cannot be carried over to the following year. Scheduling for such leave is subject to supervisory approval based on the employee's written request submitted at least two (2) weeks in advance of the requested day.

Section 5.

Employees shall be entitled to one day of paid Birthday Leave to be used during the month in which their birthday falls. Such leave shall be taken as a full day and cannot be carried over to the following year or month.

## ARTICLE 22. VACATION

Section 1.

All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of service with the County and other political subdivisions of the State. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty hours or more per week shall earn vacation leave on a pro-rated basis according to the number of hours actually worked. Effective June 1, 1997, vacation accrual rates shall be as follows:

SERVICE YEAR *	TOTAL HOURS VACATION LEAVE PER YEAR	HOURS VACATION LEAVE ACCRUED PER PAY PERIOD
1	83	3.2
2	98	3.8
3	106	4.1
4	111	4.3
5	117	4.5
6	122	4.7
7	127	4.9
8	132	5.1
9	137	5.3
10	143	5.5
11	148	5.7
12	153	5.9
13	158	6.1
14	163	6.3
15	169	6.5
16	174	6.7
17	179	6.9
18	184	7.1
19	189	7.3
20	195	7.5
21	200	7.7
22	200	7.7
23	200	7.7
24	200	7.7
25	200	7.7

\*Service Year Defined:

If you are in your first year of service but have not reached your first anniversary, you are in service year 1.

If you have completed four years of service but have not reached your 5th anniversary, you are in service year

#### Section 2.

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

#### Section 3.

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

#### Section 4.

Employees shall be allowed time off for vacation at such time as Management determines. Approval shall not be withheld capriciously or unreasonably. Management and the Union will discuss the scheduling of vacation time in each department on an annual basis.

#### Section 5.

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

#### Section 6.

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

#### Section 7.

**The effect of this section shall expire and forever lapse upon the conversion to the Paid Personal Leave**

**program and the crediting of PPL as provided in Article 23, Section 1.** Upon completion of their probationary period (120 or 180 calendar days), employees will receive six (6) hours of Personal Leave for each remaining quarter in that calendar year. The total amount for that year will be posted, in whole, immediately following probation. All other employees who have completed their initial probationary period shall be entitled to three (3) days of personal leave with pay during each calendar year. Personal leave must be used in increments of four (4)

hours. Requests for personal leave must be given to the immediate supervisor two (2) days in advance except in case of emergency.

### **ARTICLE 23. PAID PERSONAL LEAVE & LONG TERM SICK LEAVE**

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

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

Conversion to the new program is as follows: The balance of the employee's unused sick leave as of the end of the last full pay period in calendar year 2000 shall be credited to the employee's Long Term Sick Leave account. At the beginning of the pay period that includes January 1, 2001, employees of the Agency will be credited with Paid Personal Leave earnings and Long Term Sick Leave earnings in the following manner:

A. Paid Personal Leave (PPL) earnings:

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

(The above 10 days of PPL are comprised of the following former contractual types of leave:  
6 days of traditional Sick Leave; 3 Personal Leave days; 1 Year-End Leave holiday.)

B. Long Term Sick Leave (LTSL) earnings:

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

Section 2 - Usage

A. Paid Personal Leave (PPL) usage:

PPL is “no fault” leave and may be used for any purpose.

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

B. Long Term Sick Leave (LTSL) usage:

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

1. Absence on the 3<sup>rd</sup> day, and thereafter, due to personal illness, injury, or exposure to contagious disease which could be communicated to other employees. (Employees may use PPL for illnesses of one (1) or two (2) days duration so long as a balance remains in their PPL account.)
2. Absence on the 3<sup>rd</sup> day, and thereafter, due to an illness or injury of an immediate family member, as defined in this Section, below. (Employees may use PPL for an immediate family member's illness of one (1) or two (2) days duration so long as a balance remains in their PPL account.)
3. Absence of ten (10) continuous working days or lasting fourteen (14) calendar days (whichever occurs first) due to personal illness, injury, or exposure to contagious disease which could be communicated to other employees;
4. Absence of ten (10) continuous working days or lasting fourteen (14) calendar days (whichever occurs first) due to an illness or injury of an immediate family member.
5. Absence of any length due to outpatient surgery or hospitalization of the employee.
6. Absence of any length due to outpatient surgery or hospitalization of an immediate family member.
7. Absence of five (5) working days or less due to the death of an immediate family member.
8. Intermittent absence of any length due to an employee's single illness or injury that is also a chronic or long-term serious health condition.
9. Intermittent absence of any length due to an immediate family member's single illness or injury that is also a chronic or long-term serious health condition.
10. Absence of any length due to an employee's industrial accident that results in an approved claim by the Ohio Bureau of Worker's Compensation.
11. Absence of any length due to employee's pregnancy and/or birth of a child.
12. Absence not to exceed five (5) working days for the care of a spouse in the immediate post-natal period.

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

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

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

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

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

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

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

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

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

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

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

#### B. Long Term Sick Leave (LTSL) Conversion

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the Agency shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance. The maximum amount of sick leave hours which is

convertible to cash is 3,000 hours. (Maximum cash conversion is not to exceed 1,500 hours.)

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

Section 4.

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

## **ARTICLE 24. CATASTROPHIC ILLNESS LEAVE BANK**

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

## **ARTICLE 25. LEAVE OF ABSENCE**

### Section 1. Leave Without Pay

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

for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.

## Section 2. Pregnancy

A. Employee will notify her immediate department manager of her pregnancy as soon as she knows that she is pregnant and furnish written confirmation from her physician indicating anticipated date of birth.

B. With her physician's written approval, she will be permitted and expected to work as long as she is able to perform the regular duties of her position.

C. If the employee's supervisor determines that the employee is no longer able to perform the regular duties of the position or other duties which the employer needs or desires to have performed, the supervisor will request a statement from the employee's physician concerning the employee's ability to perform her duties and request that the physician declare a specific date for the employee to begin her leave.

D. During her Pregnancy Leave of Absence, the employee will continue to accrue service credit towards her pension benefits and other benefits which are based on length of service provided the employee remains in active pay status and returns to work at the end of Pregnancy Leave as herein provided.

E. Upon completion of a maternity leave of absence, the employee will be returned to the classification which she formerly occupied provided she has complied with all the terms of this section.

F. The starting date of Maternity Leave of Absence shall be provided to Management no later than thirty (30) days prior to the commencement of such leave, except in the case of emergency situations. The employee will be reinstated with full seniority provided the employee has contacted Management within thirty (30) days after delivery and indicates the date she desires to return to work and that the employee returns to work no more than one twelve (12) months after delivery.

G. Should an employee wish to return to work before the expiration of the leave, she may do so by giving the Department head at least fourteen (14) calendar days advance written notice of her wish to return. Maternity Leave shall be without pay unless the employee elects to use accumulated vacation or sick leave for this purpose.

## Section 3. Work-related Injury

A. An employee shall receive his regular day's pay for the date on which he was injured, when such injury occurred in the performance of his job and when there was no negligence on the part of the employee resulting in his injury.

B. An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he received prior to the date of such illness or injury, upon approval of his application to return to work. Such application shall be made within one (1) year following the date of the exhaustion of his sick leave. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.

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

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

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

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

1. Submit a completed Bureau of Workers' Compensation application form.
2. Submit a signed medical release.
3. Submit a completed Montgomery County Employee Injury Report.
4. Submit proper medical documentation.
5. Submit a signed Agreement to reimburse the Agency for improperly made wage continuation payments.

D. Any work related injury is to be reported to Management within twenty-four (24) hours of its occurrence. Management may request a statement from the employee's physician when a leave of absence is requested pursuant to this section. If requested by Management for the purpose of investigating or processing a Worker's Compensation claim, the employee shall give a written release for medical information to the Personnel Director.

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

#### Section 4.

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

#### Section 5. Educational Leave

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

- A. He declares his intention at the time of application to return to the Employer within nine (9) months from the start of his leave.
  - B. He reaffirms this intention in writing every three (3) months from the start of his leave.
  - C. He does so return to work.
  - D. If educational leave is not granted, the reason for the denial shall be furnished to the employee in writing.
- Such leave shall be without pay.

Employees who desire to take work related courses shall be granted weekly leave without pay for up to three (3) hours per week, not to exceed seventy-five (75) hours in a calendar year.

## Section 6. Military Leave

Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Employer shall not refuse to employ not discharge an employee because of military membership. Employees "in service" will not be prevented from performing duties when called upon.

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

1. A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. If sick leave time is available, an employee may use up to three (3) days of paid leave for this purpose.

2. Military personnel are entitled to a short-term leave of absence with pay for periods not to exceed 31 calendar and/or 22 working days each calendar year plus up to three (3) travel days if necessary.
3. If an employee's basic military pay is less than his regular pay for the short-term leave of absence, he may present "satisfactory evidence of the military service performed and the military pay received" to the Auditor's Office and be paid the difference between the County pay and the basic military pay.

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

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

4. If an employee serves in an "active duty" status for more than 22 working days or 31 calendar days, he will be considered to be on long-term military leave of absence without pay. Employees must have been working for the Employer for at least 90 calendar days to be granted this status. Vacation and sick leave hours and benefits will not be accrued during a long-term military leave of absence without pay. However, for purposes of retirement and seniority, time in active duty will be accredited to the employee's service record in accordance with Paragraph 5 (following).
5. If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, he may, through the Personnel Director, request reemployment with the Employer. This request must be in writing and must be submitted within 90 days of release from active duty. The Employer will then return him to either his former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though he had been actively employed.

#### Section 7. Legal Process Section

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

#### Section 8.

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

## **ARTICLE 26. HOURS OF WORK AND OVERTIME**

### **Section 1.**

The normal work day will be seven and one half (7.5) hours. The normal work week will be thirty-seven and one half (37.5) hours.

### **Section 2.**

In the event that an employee in the professional bargaining unit works more than thirty-seven and one-half (37.5) hours in a week he/she shall receive compensatory time off at straight time for the first two and one-half (2.5) hours worked. For time worked in excess of eighty (80) hours per pay period he/she shall elect to receive at the rate of time and one-half either compensatory time or overtime pay for the additional hours worked up to 85. For hours worked in excess of 85 he/she shall receive compensatory time at time at the rate of time and one-half. All hours worked above 75 require prior supervisory approval. For purposes of computing time and a half compensatory time or overtime pay entitlement, hours charged to sick leave or leave without pay shall not count toward "time worked" in the pay period. Agency liability for professionals' total overtime pay shall not exceed 1000 actual hours (1500 converted hours) per year. Individual overtime earnings will be limited to 50 actual hours per year (75 converted hours).

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

### **Section 3.**

In the event that an employee in the non-professional bargaining unit works more than thirty-seven and one-half (37.5) hours in a week he/she shall receive compensatory time off at straight time for the first two and one-half hours worked. For time worked in excess of forty (40) hours he/she shall elect to receive at the rate of time and one-half either compensatory time off or overtime pay for the additional hours worked. For purposes of computing time and a half compensatory time entitlement, hours charged to sick leave or leave without pay shall not count toward "time worked" in the week.

### **Section 4.**

Compensatory time shall be limited to a total of two hundred forty (240) hours in any one (1) year. Compensatory time shall be taken in a reasonable period after it is earned upon approval of the employee's supervisor.

Section 5.

Hours worked beyond the regular thirty-seven and one-half (37.5) hour work week must be approved in advance by the immediate supervisor or manager except in those instances where an employee in the professional bargaining unit must respond to a caseload emergency. In such emergency cases the employee is to report the nature of the emergency and the time worked on the next scheduled work day.

Section 6.

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

**ARTICLE 27. INSURANCE**

Section 1. Eligibility and Coverage

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

The Employer shall deposit the following amounts in the Choice Spending Account for employees choosing to waive health coverage:

	<u>Monthly Contribution</u>	<u>Annual Contribution</u>
Employees with no dependents	\$57.50	\$ 690.00
Employees with dependents	\$90.83	\$1,090.00

Employees may contribute to the Choice Spending Account by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

Section 2.

The employee shall pay 10% of the premium for healthcare insurance. The employer shall pay the remaining 90% of the premium.

Payroll deductions shall be made in accordance with a schedule established by the County.

Section 3.

Effective July 1, 1997, the Agency will provide \$40,000.00 of group term life insurance to all employees, excepting part-time (working twenty (20) hours or less per week), temporary seasonal and intermittent employees, for the duration of this Agreement in accordance with the Plan. The Employer will pay the entire cost of the group basic life insurance. Additionally, the Employer may provide optional supplemental term insurance which employees may choose to purchase, having the cost thereof deducted from their normal wages through payroll deduction.

Section 4.

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

**ARTICLE 28. MILEAGE**

Section 1.

Employees shall receive mileage reimbursement for the authorized use of private automobiles on Employer business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by Management, mileage will be reimbursed at the IRS rate up to a thirty six cents (\$.36) per mile maximum.

**ARTICLE 29**

**WAGES**

Section 1. YEAR ONE

Effective June 26, 2000,, all employees and their pay ranges will be increased three and eight-tenths percent (3.80%).

Section 2. YEAR TWO

Effective June 25, 2001, all employees and their pay ranges will be increased three and three-fourths (3.75%).

Section 3. YEAR THREE

Effective June 24, 2002, all employees and their pay ranges will be increased three and seven-tenths (3.70%).

#### Section 4. LONGEVITY BONUS

Employees who are currently placed at the top longevity step of their pay range are eligible to receive nine hundred and fifty dollar (\$950.00) special lump sum payment in December of alternating years during the term of this Agreement. An employee who received a longevity bonus in December 1999 shall not be eligible to receive such bonus again until December 2001. If an employee moved to the top longevity step during 1999, the lump sum will be paid on the last pay day of December, 2000. If an employee moves to the top longevity step during 2000, the lump sum will be paid on the last pay day of December, 2001. If an employee moves to the top longevity step during 2001, the lump sum will be paid on the last pay day of December, 2002.

#### Section 5. SIGNING BONUS

All bargaining unit employees who are employed with the Agency on December 8, 2000, shall receive a one-time signing bonus to be paid out on December 15, 2000 in the amount of \$200.00 for full-time employees and \$100.00 for part-time employees.

### **ARTICLE 30. ANNIVERSARY MERIT INCREASE**

#### Section 1.

An employee who receives a satisfactory annual performance evaluation and whose current salary does not exceed the maximum pay rate for his classification range shall be recommended for a 3% anniversary merit increase. In the event a 3% increase for such employee should result in a base pay rate above the maximum, such employee shall be placed at the maximum rate. Such increases shall be made effective at the beginning of the pay period immediately following the employee's anniversary date.

#### Section 2.

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

#### Section 3.

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

### **ARTICLE 31. SAVINGS CLAUSE**

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

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

### **ARTICLE 32. TUITION REIMBURSEMENT**

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

Contract year 1:	\$ 1,800.00
Contract year 2:	\$ 1,800.00
Contract year 3:	\$ 1,800.00

Licensure fees for Child Welfare Caseworkers (LSW, LISW, LPC, LPCC) and Nurses (RN) will be reimbursed by the Agency at 100%. Such fees are to be submitted through the tuition reimbursement procedure; the above stated maximum includes licensure fees.

### **ARTICLE 33. DURATION OF CONTRACT**

#### Section 1.

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

#### Section 2.

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

#### Section 3.

This Agreement shall become effective as of June 1, 2000, with the signatures of both parties and shall remain in full force and effect for the covered employees until May 31, 2003.



MONTGOMERY COUNTY CHILDREN SERVICES  
BARGAINING UNIT CLASSIFICATIONS AND PAY RANGE ASSIGNMENTS

CLASSIFICATION	PAY RANGE
Account Clerk 2	39
Account Clerk 3	41
Caseworker 2	41
Child Welfare Aide	39
Child Welfare Caseworker 1	C1
Child Welfare Caseworker 2	C2
Child Welfare Caseworker 3	C3
Clerk 1	34
Clerk 2	36
Cottage Monitor	36
Database Specialist	51
Data Entry Operator 1	37
Data Entry Operator 2	39
Data Entry Operator 3	42
Driver	36
Inquiry Worker (Caseworker 2)	41
Network Specialist	51
Nurse	49
P.C. Support Specialist	47
Programmer /Analyst	51
Purchasing Specialist	45
Secretary 1	42
Secretary 2	44
Social Program Specialist	50

Technical Typist	40
Typist 1	36
Typist 2	38