

AGREEMENT BETWEEN

**THE GUERNSEY COUNTY
CHILDREN SERVICES BOARD**

AND THE

**PROFESSIONAL GUILD OF OHIO
LOCAL 1960**

SERB CASE # 2021-MED-10-1369

**EFFECTIVE
JANUARY 1, 2022**

**EXPIRES
DECEMBER 31, 2024**

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ARTICLE 1 **AGREEMENT**

Section 1. This agreement is made and entered into by the Guernsey County Children Services Board, hereinafter referred to as the “Board” or “Employer,” and the Professionals Guild of Ohio, hereinafter referred to as the “Union,” to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety the full and complete understanding and agreement between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 2. The Employer and the Union agree that they have entered into negotiations to establish this agreement and to provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and other terms and conditions of employment for all employees included in the bargaining unit as defined herein.

ARTICLE 2 **UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in two (2) bargaining units. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time or regular part-time, as designated below:

Bargaining Unit A

Family Support Specialist I, Family Support Specialist II, Family Support Specialist III, Clerical Specialist (I-IV), and Account Clerk

Bargaining Unit B

Child Welfare Caseworker I, II, III, and IV

Section 2. Notwithstanding the provisions of Section 1 of this article, management, confidential, professional, supervisory, casual, and seasonal employees shall not be included in the bargaining unit. Temporary positions which are time-limited (not greater than six (6) months in duration) shall not be included in the bargaining unit. Positions which are created from and funded by a federal or state grant shall not be included in the bargaining unit.

Section 3. Should new classifications be established within the agency, the Employer and the Union shall discuss and attempt to reach agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties have failed to reach agreement within thirty (30) days of the filling of such new classifications, either party may petition the State Employment Relations Board (SERB) for a determination. The determination of SERB shall be binding upon both parties.

ARTICLE 3

UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as the stewards. Two (2) stewards may be appointed by the Union for each bargaining unit (“A” and “B”).

Section 2. The Employer agrees to admit not more than two (2) non-employee Union representative(s) to the Employer's facility during the Employer's normal office business hours Monday through Friday when advance notice is provided. At least twenty-four (24) hours advance notice is preferred, when feasible. Upon entering, the non-employee Union representative shall identify him or herself to the Employer or its designated representative. Non-employee Union representatives shall be admitted for the purposes established in the agreement and shall only be permitted in the areas of the facility designated by the Employer or its designated representative. Admittance during other hours shall be permitted upon twenty-four (24) hour advance request to the Employer. Such access shall not be unreasonably denied. Such visitation shall not interfere with the work of employees, nor interrupt them from their normal work assignments.

Section 3. The Union shall notify the Employer, in writing, of the names of the stewards for each bargaining unit and the non-employee representative before they will be recognized by the Employer.

Section 4. For the purpose of this article, appropriate Union representative business is defined as:

- A. Representation of a member at any step of the grievance procedure;
- B. Representation of a member at a disciplinary conference;
- C. Attendance at meetings between the Union and Employer where the representative's attendance is requested or required; and
- D. Investigation of employee grievances and health and safety conditions.

Section 5. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. The investigation of health and safety conditions shall be on non-duty time, when feasible.

Section 6. The Union agrees that officials of the Union, employee or non-employee, shall not conduct Union activities in any area where work is being conducted, nor interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein. The steward shall notify his/her supervisor in advance of any appropriate Union business, indicating

the time and date of any upcoming meeting, the reason for the meeting, and the member of management with whom the meeting will be held. Authorization to attend such meetings will not be unreasonably withheld.

Section 7. The Employer agrees to periodically furnish, upon written request of the Union President and not more frequently than quarterly, the designated Union representative a list of personnel transactions which involve additions to or deletions from the bargaining units. The Employer will include in the list employees placed on unpaid leave of absence, newly appointed employees, and employees promoted, demoted, or transferred into or out of the bargaining unit. The list will show names, classifications, effective dates of the transactions, and address provided an authorization is signed by the applicable employee (Appendix C).

Section 8. The Union shall have the right to use the agency employee mailboxes for the distribution of Union material.

Section 9. During the orientation of a newly hired employee, the Union President or designee shall be provided one-half (1/2) hour to discuss the collective bargaining agreement with the newly hired employee.

ARTICLE 4 **UNION SECURITY, DUES CHECK-OFF, AND FAIR SHARE FEE**

Dues Check-Off

Section 1. The Employer and the Union agree that membership in the Union is available to all employees appropriately within the bargaining units.

Section 2. The Employer agrees that payroll dues deduction for those employees in the bargaining units shall be available only to the sole and exclusive representative as defined herein.

Section 3. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in a bargaining unit upon the individual employee voluntarily signing a written authorization form for dues deduction. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the payroll check of the employee commencing the following calendar month.

Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from dues deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment; (b) transfer to a job other than one covered by a bargaining unit; (c)

layoff from work; (d) an agreed leave of absence without pay; or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law, or resignation by the employee from the Union.

Section 6. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing by the employee or the Union, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 8. The Employer may establish procedures for deducting dues which shall not be unreasonable or cumbersome. Deductions will be made during one (1) pay period each month.

Section 9. Each eligible employee's written authorization or dues deduction shall be honored by the Employer for the duration of this agreement, unless an eligible employee certifies, in writing, to the Director of the Agency, that the dues check off authorization has been revoked, at which point the dues deduction will cease the following calendar month. A copy of the written revocation shall be forwarded by the employee to the Union Executive Director, c/o Professionals Guild of Ohio, P.O. Box 7139, Columbus, Ohio 43205-0139.

Section 10. The rate at which dues are to be deducted shall be certified to the account clerk of the Employer by the Union during January of each year. One (1) month advance notice must be given to the account clerk prior to making any changes in an individual's dues deduction.

ARTICLE 5 **UNION LEAVE**

The Union steward(s) and/or delegate(s) to conventions, conferences, or workshops of the Union shall be granted time off without pay for the purpose of participating in such activities.

In lieu of time off without pay, said employees may elect to take approved personal time or vacation leave for such meetings.

The employee must request approval of such time off from the Employer, in writing, at least thirty (30) days in advance. Approval of such leave shall not be unreasonably withheld and is subject to the Employer's ability to plan alternate coverage. Such leave shall not exceed a total of three (3) work days per calendar year for each bargaining unit.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the agency, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
- B. to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- C. to determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to lay-off employees from duty due to lack of work or lack of funds;
- E. to promulgate and enforce reasonable work rules, policies, and procedures;
- F. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- G. to determine the necessity to schedule overtime and the amount required thereof;
- H. to determine the department's budget and uses thereof;
- I. to maintain the security of records and other pertinent information;
- J. to determine when a job vacancy exists, the duties to be included in each job classification, and the standards of quality and performance to be maintained; and
- K. to maintain and improve the efficiency and effectiveness of the Employer's operation.

Section 2. In addition to the specific management rights enumerated above, 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 operations of the Employer.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Guernsey County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, slow-down, sick-out, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately provide notice to all Union members by an authorized representative of the Union to the effect that a violation is in progress and shall instruct all employees to immediately return to work. An affidavit, signed by an authorized Union representative, shall be provided to the Employer, verifying that said notice has been provided to all Union members, and providing the name and time of contact to each Union member. An employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined, up to and including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer 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 bargaining unit.

ARTICLE 8
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws. The parties further recognize and agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, age, disability, veterans' status, sex, or marital status or sexual orientation, except where a bonafide occupational qualification exists. This provision shall not be construed to entitle any employee or employee's spouse or "domestic partner" to any benefit(s) not specifically delineated herein as being applicable. The parties will not knowingly tolerate sexual harassment.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees within the bargaining unit to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 6. It is recognized by the Employer and Union that each employee's lifestyle is that individual's choice, but 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.

ARTICLE 9 **LABOR MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Director and/or his designees and up to three (3) additional representatives shall meet with not more than three (3) employee representatives of the Union to discuss those matters addressed in Section 9.4. One (1) representative for the Union may be from Professional Guild of Ohio.

Section 2. Employee representatives shall receive their straight hourly wage while in attendance at labor/management conferences occurring during their regular scheduled work hours.

Section 3. There shall be a two (2) hour maximum time limit for labor/management conferences unless the parties mutually agree to an extension past the two (2) hour limitation.

Section 4. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Employer which affect the bargaining unit members;
- C. disseminate general information of interest to the parties;
- D. discuss ways to increase productivity and improve efficiency;
- E. give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

F. to outline, consider, and discuss health and safety matters relating to employees.

Section 5. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened within ten (10) working days from the date requested.

ARTICLE 10 **BULLETIN BOARDS**

Section 1. The Employer agrees to provide adequate space for a bulletin board in each facility of the agency. The space provided for the bulletin board shall be approximately 2' x 2'. The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- Union recreational and social affairs;
- notice of Union meetings;
- Union appointments;
- notice of Union elections;
- results of Union elections;
- reports of standing committees and independent arms of the Union;
- legislative reports.

All other notices of any kind not covered above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- personal attacks upon any other member or any other employee;
- scandalous, scurrilous, or derogatory attacks upon the administration;
- and attacks on and/or favorable comments regarding a candidate for public office.

Section 3. If the Employer believes there has been a violation of this section, the Employer may direct the Union official to remove the document in question.

ARTICLE 11 **SENIORITY**

Section 1. For the purposes of this agreement, seniority shall be defined as the uninterrupted length of continuous full-time and/or regular part-time 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 within one (1) year of the break in service, 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.

Seniority shall be computed based upon continuous service with the agency as defined above, but shall be operative only within the applicable bargaining unit ("A" or "B"). In other words, seniority shall apply only within the bargaining unit under which the employee is covered based upon his/her current classification.

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 be counted in determining accumulated seniority.

Section 3. Employees shall lose all seniority rights upon any of the following:

- A. discharge for just cause;
- B. layoff in excess of twelve (12) months;
- C. failure to return to work within three (3) days of recall from layoff, unless within such three(3) days, the Employer agrees to an alternate date for the employee to return to work, or failure to return to work upon expiration of a leave of absence;
- D. absence of three (3) or more consecutive work days without calling in, or absence of three (3) or more consecutive work days without reasonable excuse;
- E. absence from employment for a period of one (1) year for any cause, except military leave of absence.

Section 4. Employees shall continue to accrue seniority during the following:

- A. authorized military leave of absence;
- B. layoffs not exceeding twelve (12) months.

Section 5. Upon reasonable request from the Union, the Employer will provide the designated Union representative with an updated seniority roster for each bargaining unit. The roster shall include employee name, classification, full or part-time status, and seniority date.

ARTICLE 12 **PROBATION**

Section 1. Each person entering a bargaining unit (Bargaining Unit "A" or "B") shall be required to successfully complete an initial probationary period of twelve (12) months. Time spent on leave without pay or extended paid leave of more than fourteen (14) calendar days shall not count toward completion of the probationary period.

Section 2. The Employer shall use the probationary period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to jobs and the agency service. The Employer shall retain only those employees who meet acceptable standards during the probationary period.

Section 3. An initial probationary employee may be separated at any time during the probationary period (probationary removal). A probationary removal is not subject to the grievance and arbitration procedure, and is not appealable to any third party or other review process.

Section 4. Any part-time employee moving to full-time status shall be subject to a one hundred eighty (180) calendar day promotional probationary period and must remain in the new position for a period of six (6) months following successful completion of probation before becoming eligible to apply for another position. Such employee shall be returned to his or her former position at any time during the one hundred eighty (180) day promotional probationary period, when in the judgment of the Employer, the employee's fitness and/or quality of work are not such as to merit continuation in the higher level position (probationary reduction). Probationary reductions shall not be considered disciplinary or eliminate the employee from consideration for later advancement, and are not subject to the grievance and arbitration procedure or appealable to any third party or other review process.

During the promotional probationary period, the employee shall be given training to learn the responsibilities of the position.

Section 5. An employee moving to another position with distinctly different duties either by promotion to another classification or by transfer within the same classification shall be subject to a six (6) month promotional probationary period. Such employee shall be returned to his or her former position at any time during the six (6) month promotional probationary period, when in the judgment of the Employer, the employee's fitness and/or quality of work are not such as to merit continuation in the new position (probationary reduction). This section is not applicable to level advancements within the same classification. Probationary reductions shall not be considered disciplinary or eliminate the employee from consideration for later advancement, and are not subject to the grievance and arbitration procedure or appealable to any third party or other review process.

Section 6. If an employee is returned to his/her former position before the end of a promotional probationary period under Section 4 or Section 5, she shall be provided with written notice of the reasons for the reduction. The employee may request a meeting with the appropriate supervisor to discuss such reasons. A Union representative shall be permitted to attend said meeting when requested by the employee.

Section 7. Initial probationary periods may be extended up to sixty (60) calendar days with the written agreement of the Employer, the Union, and the probationary employee.

ARTICLE 13 **VACANCIES**

Section 1. Whenever the Employer determines that a vacancy exists within a bargaining unit, and such position is not filled by recall from layoff within such bargaining unit, a notice of such vacancy shall be posted on appropriate bulletin boards in each facility for seven (7) calendar days. Vacant positions shall be filled by promotion, lateral transfer, or voluntary reduction/demotion from within the agency, whenever qualified and acceptable applicants exist as set forth below.

In determining whether an employee is qualified for a position, the following factors shall be considered:

- A. education and training for the job in question;
- B. documented skills for the job in question;
- C. documented ability to perform the work in question;
- D. attendance;
- E. seniority.

Notwithstanding the provisions of Article 11, Section 11, when seniority is considered under this provision, it shall be based upon continuous service with the agency regardless of the bargaining unit of the applicant.

A selected internal applicant will normally be moved into the new position (promotion, lateral transfer, or voluntary reduction) within ninety (90) calendar days of being awarded the new position. Should the Employer determine it to be in the best interests of the agency to retain the employee in the former position for more than ninety (90) calendar days, and the new position represents a promotion, the affected employee will be compensated at the higher rate of pay commencing with the pay period that includes the ninetieth(90th) calendar day.

Section 2. If no current agency employee is determined qualified, the job may be filled by selecting from outside applicants. "Outside applicants" shall mean external applicants not employed within the agency at the time of the job posting.

Section 3. Each announcement, insofar as practicable, shall specify the title, pay range, nature of the job, the required qualifications, the type of selection procedure to be used, and the deadline and place of application.

Section 4. Bargaining Unit B. Promotions/advancement into the Child Welfare Caseworker II, III, and IV classifications shall be managed separately from the vacancy process and shall be dependent upon the following:

- A. The satisfaction of the 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/advancement eligibility. If the employee meets the established criteria, the supervisor shall make a recommendation which shall be considered by and subject to the approval of the Executive Director 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 the promotion.

ARTICLE 14

LAYOFF AND RECALL

Section 1. The Employer may layoff employees in either or both bargaining units for lack of work, lack of funds, reorganization, or job abolishment.

Section 2. In case a layoff of bargaining unit employees is anticipated, the Employer will notify the Union fourteen (14) days in advance of the effective date of the pending layoff. If requested by the Union within seven (7) calendar days of issuance of notice, the Employer and the Union shall meet to discuss possible alternatives.

Section 3. In the event of layoff within a classification, the employee with the least agency seniority shall be placed on layoff first. Employees may first use their agency seniority to displace bargaining unit employees (bargaining unit of the laid off employee) in lower level positions within their classification series, and then to fill any vacant position within the applicable bargaining unit for which they qualify. Recall from layoff shall be in reverse order of layoff. Employees may only be recalled to positions within the applicable bargaining unit for which they have the necessary training and qualifications.

Section 4. In the event of the closing of a facility resulting in loss of bargaining unit jobs, the Employer shall provide thirty (30) calendar days' notice to the Union. The Union may request a meeting with the Employer during the thirty (30) day period to enter into negotiations to address the economic issues impacting employees as a result of the layoff, including placement of employees scheduled for layoff into existing vacancies elsewhere in the agency, and to resolve issues of training and qualifications for such positions.

Section 5. Employees who occupy positions which are created from and funded by a federal or state grant do not fall within either bargaining unit and may be laid off without recourse when the funding from the grant terminates. Such employees shall be notified in writing of their status at the time of hire, and the Union shall be provided with a copy of the notice. However, grant employees may be considered for vacancies within either bargaining unit as an "internal"(inside of the agency) applicant.

ARTICLE 15

RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies, and procedures.

Section 2. The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any express terms of this agreement. Work rules, policies, and directives shall be interpreted reasonably and applied uniformly to all employees under similar circumstances. Whenever practical, work rules shall be posted for five (5) work days prior to becoming effective, with a copy provided to the Union President.

ARTICLE 16

CORRECTIVE ACTION

Section 1. No form of corrective disciplinary action will be taken against any employee except for just cause.

Section 2.

- A. Except in instances where the employee is found guilty of serious or gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.
- B. Progressive disciplinary corrective action shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of service and conduct. However, certain offenses, by their nature, may be severe enough to require immediate discharge or other appropriate remedy.
- C. Corrective/disciplinary action may include: (a) verbal warning, also known as an "instruction and cautioning"; (b) written reprimand; (c) suspension with or without pay or a fine; (d) demotion; or (e) discharge from employment. A suspension with pay shall be a suspension of record with the same effect as a suspension without pay and may be utilized when, in the opinion of the Director, a suspension without pay would not be in the best interests of the Agency.

Section 3.

- A. Whenever the Employer or his designee determines that an employee may be subject to a reduction in pay or position (suspension, fine, demotion, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The Employer shall provide the employee with a written outline of the charges which form the basis for corrective/disciplinary action at the time that the pre-disciplinary conference is scheduled and at least twenty-four (24)

hours in advance of the conference. Prior to the conference being held, the employee may waive his/her right to the pre-disciplinary conference by notifying the Employer, in writing, of his/her waiver. The Employer shall provide written notice of a pre-disciplinary conference (time, date, and employee only) to the Union President.

- B. At the pre-disciplinary conference, the employee may be accompanied by a Union representative or may waive such representation. If pre-disciplinary conferences are scheduled during a steward's regular duty hours, the steward shall not suffer any loss of pay while attending the hearing. The Employer will present the charges and will ask the employee to respond to the allegations of misconduct which were outlined to the employee.
- C. Decision of the Employer resulting in suspension (with or without pay), fine, demotion, or termination may be appealed by filing a grievance at Step 1 of the grievance procedure within five (5) working days of receipt of the discipline/corrective action.

Section 4. Records of corrective action shall have force and effect for purposes of progressive discipline according to the following schedule, based upon severity of corrective action and provided there have been no intervening corrective actions taken during the same time period:

<u>Discipline/Corrective Action</u>	<u>Designated Time Period</u>
Instruction and Cautioning	One (1) year
Written Warning	Eighteen (18) months
Suspension/Fine/Demotion	Twenty-four (24) months

Section 5. The Employer and the employee agree that all corrective action procedures shall be carried out in private and in a businesslike manner.

Section 6. An employee shall be given a copy of any written warning or other written corrective actions entered into his or her personnel files.

ARTICLE 17 **GRIEVANCE PROCEDURE**

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and that appropriate action is taken to correct a particular situation.

Section 2. The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this

agreement nor those matters not covered by this agreement which are controlled by resolutions of the Guernsey County Board of Commissioners or by applicable provisions of federal and/or state laws, and/or by the United States or Ohio Constitutions.

Section 3. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

The grievance procedure contained herein is for the resolution of contractual issues between the Employer and the employee, and is not intended to be used to resolve problems between the Union, as an organization, and the Employer.

Section 4. All grievances must be timely processed at the proper step in the progression in order to be considered at subsequent step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on basis of management's answer at the last completed step.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 5. The written grievance shall be submitted on the grievance form, and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of the employee's immediate supervisor;
4. date and time of the incident giving rise to the grievance;
5. date and time the grievance was first discussed;
6. date grievance was filed in writing at Step 1;
7. a statement as to the specific articles and sections of the agreement violated;
8. a brief statement of the facts involved in the grievance; and
9. the remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and Union; working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

Section 7. Each grievance shall be processed in the following manner:

Prior to management accepting a formal written grievance from an employee, the employee and his/her direct supervisor shall have discussed the issue informally.

Informal Step

An employee having a grievance will first bring the complaint verbally, within five (5) working days of the incident giving rise to the grievance, to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee within two (2) working days, and within twenty-four (24) hours of their discussion, respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within seven (7) working days reduce the grievance to writing on the Union grievance form and submit it to Step 1.

Step 1 – Supervisor

The supervisor, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Such meeting shall take place within five (5) working days of submission of the grievance at Step 1. Prior to this meeting taking place, the supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) days of the meeting, the supervisor shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the supervisor, the employee may within five (5) working days pursue the grievance to Step 2.

Step 2 – Executive Director

The Executive Director, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. The Local Union President and the Columbus PGO representative shall be notified of the meeting and may also attend. Such meeting shall take place within five (5) working days of submission of the grievance at Step 2. Prior to this meeting taking place, the Executive Director shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) days of the meeting, the Executive Director shall provide the employee with his/her written response to the grievance. If the Union is not satisfied with the written response received from the Executive Director, the Union may within five (5) working days pursue the grievance to Step 3 of this procedure.

Step 3 – Arbitration

1. 1. Within five (5) working days after the Executive Director's response, the Union may refer the grievance to arbitration by giving written notice to the Executive Director and the Federal Mediation and Conciliation Service (FMCS), and by submitting a written request to the FMCS for a list of nine (9) arbitrators from Ohio, with a copy provided to the Employer. The parties shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS. FMCS shall assign an arbitrator based upon the ranking of the parties (arbitrator with the lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance.
2. Either party may request a new list by striking/rejecting all names on that list and by requesting another list from the FMCS. Each party may request another list only twice, except that in cases of termination, only one (1) such list may be rejected. The party requesting a replacement panel shall pay the cost of a replacement list, except both parties shall share the cost if they both reject the same list.
3. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Union.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement, nor add to, detract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine him or herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching this determination.
5. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in which proportion the parties shall share the costs. The fees of a court reporter shall be paid by the party asking for one; however, such fees shall be split equally if the other party requests a copy of the transcript in any format.

Section 8. Any employee may choose one (1) other employee to accompany him/her in Steps 1 and 2 of this procedure. Such employee may be a Union representative. Where the grievant does not elect to be represented by a Union representative, the Union may have a representative present at the meetings authorized in Steps 1, 2, and 3 herein.

ARTICLE 18

HOURS OF WORK

Section 1. For accounting purposes, the standard work week for all full-time employees covered by Bargaining Units “A” and “B” shall be as follows:

- A. The standard work week is forty (40) hours. The hours of work for these positions shall be Monday through Friday, eight (8) consecutive hours per day, inclusive of one paid lunch period per day.
- B. The work period shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday.
- C. Since employees in Section 1(A) are paid for their lunch hour, the Employer may require that hours worked in addition to the standard work day be flexed within the forty (40) hour work week. If an employee is unable to flex, he/she shall receive compensatory time at the rate of one (1) hour compensatory time for one (1) hour worked up to five (5) hours in a work week. No compensatory time shall be granted without prior supervisory approval. Approval will not be unreasonably withheld. Any time worked beyond the aforementioned five (5) hours in a work week shall be compensated in accordance with Article 19.

ARTICLE 19

OVERTIME COMPENSATION

Section 1. When an employee is required by the Employer to work more than forty (40) hours in a work week, as defined in this agreement, he/she shall be entitled to overtime for such time over forty (40) hours at a rate of one and one-half (1 1/2) times the regular rate of pay. Compensation shall not be paid more than once under any provision of this article or agreement.

Section 2. For purposes of this article, only time actually worked shall be considered in calculation of overtime. Time spent on paid meal periods, paid leave, vacation, and time spent overnight on official county business, shall not be considered time worked for overtime purposes.

Section 3. Compensatory time may be offered in lieu of overtime pay at the same rate, as described in Section 1 above, at the discretion of the Executive Director. Additionally, employees may elect to take compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time off for each hour of overtime worked in lieu of overtime pay.

However, employees shall not maintain a compensatory time bank of more than forty-eight (48) hours at any one time. Any employee who has accrued and not used compensatory time hours in excess of forty-eight (48) hours during any one pay period shall be paid for such excess hours in excess of forty-eight (48) hours in the paycheck received for the pay period in which they were accrued.

Section 4. In the event compensatory time is offered, employees shall designate to the Employer the method they want receive overtime compensation, i.e., monetary compensation or compensatory time. Compensatory time will be granted at a time mutually convenient to the employee and the Employer. Requests for use of compensatory time must be submitted, in writing, two (2) days in advance of use, except in case of emergency, using the Employer's standardized form for obtaining approval for leave, and must be approved by the Employer prior to taking the requested time off. The Employer will not unreasonably withhold approval for use of compensatory time.

Section 5. All overtime shall be authorized by the supervisor or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization. Whenever such unusual circumstances occur, the supervisor will determine a reasonable method and amount of compensation for the unauthorized overtime. An employee found making a fraudulent claim for overtime shall be disciplined.

Section 6. Child Welfare Caseworkers, in conjunction with their supervisor(s), may develop a flexible schedule. The flexible schedule will be subject to approval of the Director and is subject to discontinuation at the discretion of the Director.

Section 7. There shall be no pyramiding of overtime. Management has the right to require and schedule overtime in accordance with the operating requirements of the department. Opportunities for overtime shall be offered to qualified employees in an equitable manner.

ARTICLE 20 **PAY PERIOD**

Section 1. All employees are to be paid every other Friday for a two (2) week pay period, subject to the County Auditor's practice and procedures. The biweekly payroll period extends from 12:01 a.m. Sunday through 12:00 midnight the second Saturday.

Section 2. If a holiday occurs on a Friday on which a pay day falls, paychecks will be issued on the preceding Thursday, except under extenuating circumstances, in which paychecks will be issued on the following Monday and subject to the County Auditor's practices and procedures.

Section 3. The Payroll Account Clerk is to receive any questions regarding an employee's pay and is responsible for making the necessary explanations or inquiries to resolve the matter.

Section 4. Pay advances of any kind are not permitted.

Section 5. A written statement signed by the employee must be addressed to the Executive Director and given to the supervisor prior to the agency issuing a paycheck to any person other than the employee. Such statement must explicitly authorize that person to pick up the employee's paycheck in lieu of the employee.

ARTICLE 21

EMPLOYEE EVALUATIONS

Section 1. Each employee will be evaluated by the immediate supervisor at the end of probation and no less often than annually to assess his current job performance in consideration of the employee's job description and state standards and regulations. The evaluation is intended to identify strengths, identify weaknesses and performance areas requiring improvement, and to establish performance objectives for the next evaluation period. Annual evaluations shall normally be scheduled/conducted within thirty (30) calendar days of the anniversary date. Failure of the employee to appear for the evaluation conference shall not cause the Employer to be considered to have exceeded the established time frame.

Section 2. Upon completion of the employee's evaluation conference with his/her supervisor, the employee will sign the evaluation to acknowledge receipt and be provided with a copy of the evaluation. Should the employee desire to submit a written reply to the evaluation, he must do so within five (5) working days of receipt of the evaluation and present the reply to the evaluator; the evaluator will sign the document to acknowledge receipt. If such a reply is timely submitted, it shall be attached to the evaluation, accompany it through all Employer channels, and become part of the employee's permanent personnel record.

Section 3. Upon being reviewed by all the appropriate levels of the Employer, the Executive Director will send a copy of any further attachments to the employee for his records. Should there be any written statement at a level higher than the immediate supervisor that becomes part of the evaluation, the employee will be provided the opportunity to respond to within two (2) working days, and such a response will also be part of the evaluation.

ARTICLE 22

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. Each employee shall be provided with a current copy of his/her position description.

Section 2. When a new bargaining unit classification is established or an existing one substantially changed, the Employer will submit a copy of the description to the Union. Upon request by the Union, the Union and the Employer shall meet to negotiate a rate of pay for the position. If the parties are unable to reach agreement, either party may request the assistance of state or federal mediation services. Factors to be considered in establishing the pay rate are skills, knowledge, and abilities required for the job, problem solving, education and experience, accountability, and working conditions relative to other jobs in the applicable bargaining unit.

Section 3. An employee who believes that he/she is improperly classified may request that the Employer perform a job audit, but no more frequently than once a year. A request for a job audit shall be submitted to the immediate supervisor with a copy to the Executive Director. The request for a job audit must include a delineation of job duties and responsibilities the employee

believes are inconsistent with his current classification and may include a suggestion of a more appropriate classification. The immediate supervisor and/or department head shall, within thirty (30) calendar days of receipt, review the job audit request and verify or rebut, in writing, the delineated job duties and responsibilities, and offer additional information as deemed appropriate. A copy of the review shall be provided to the affected employee and the Executive Director. The results of the job audit shall be reviewed by the Executive Director within thirty (30) calendar days of receipt and discussed with the employee. The employee may be accompanied by a Union representative during the discussion. This section is subject to the Grievance Procedure through Step 2.

ARTICLE 23

PERSONNEL RECORDS

Section 1. An employee shall receive one (1) 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. Both the employee and the representative shall be on non-work time. It is understood between the parties to this agreement that this access and provision for copies does not include Employer inquiries and references, medical information, or other data excluded by law. 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 ten cents (\$.10) per page charge for such duplication when an employee makes more than two (2) requests in a calendar year, or when any request other than the first requires copying more than five (5) pages of material.

ARTICLE 24

HEALTH AND SAFETY

Safety is a prime concern and is the responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for its employees. The employee accepts the responsibility to maintain his or her equipment and work area in a safe and proper manner, and accepts the responsibility of following all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the appropriate supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that the safety rules and safe working methods are followed by his or her employees.

ARTICLE 25

TRAINING

Section 1.

- A. Employees of Bargaining Unit “B” shall maintain their licenses through the Regional Training Center. Any other job-related training must have prior approval of the employee's supervisor and Executive Director before reimbursement will occur. The agency shall pay the application fee for the employee's professional license.
- B. Each employee in Bargaining Unit “B” shall be eligible for reimbursement of one (1) LSW or LISW licensure examination fee. Any person needing to take the examination more than once shall be responsible for the additional examination fee.

Section 2. Employees in both bargaining units shall be paid for all hours spent in work-related training required by the Employer. Such time shall be considered “time worked” for the purpose of calculating overtime.

ARTICLE 26

SICK LEAVE

Section 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of .0577 hours for each hour in active pay status (e.g., paid vacation, sick leave, etc.) but not during an unpaid leave of absence or layoff. The maximum time accumulated shall not exceed one hundred twenty (120) hours per year.

Section 2. Retention of Sick Leave. An employee who transfers from another political subdivision of the State of Ohio to Guernsey County Children Services, or who has prior service with a political subdivision in Ohio, shall receive credit for any accrued and unused sick leave from the other public employer (agency), except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment at Guernsey County Children Services, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. It shall be the responsibility of the employee to provide written verification of any previously accumulated sick leave. Within sixty (60) calendar days of hire, the employee must submit a written request for verification to the previous employer with a copy to the Executive Director/designee.

Section 3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the provisions of Articles 31, Leaves of Absence.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he

would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Uses of Sick Leave.

- A. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
1. illness or injury of the employee or a member of his immediate family where the presence of the employee is required;
 2. death of a member of the employee's immediate family;
 3. medical, dental, or optical examination or treatment of an employee or his or her immediate family, which cannot be scheduled during non-working hours;
 4. when, through exposure to a contagious disease, the presence of the employee at his or her job would jeopardize the health of others; and
 5. disability due to pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family shall include: brother, sister, spouse, child, mother, father, or loco parentis. One "significant other" may be designated by the employee and may be approved by the Executive Director as "immediate family" for the purpose of this section. "Significant other," as used herein, is intended to refer to an individual who stands in lieu of a spouse. Said request for designation may be made to the Director no more than once in a calendar year; the designation must be in effect at least thirty (30) calendar days in advance of any request for leave as set forth herein.
- C. For purposes of subsection A (2) herein, up to five (5) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, significant other, child, mother, father, loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or stepparents, stepchildren, step-sibling, legal guardian, or other person who stands in place of a parent as approved by the Director. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the supervisor.

One (1) day of sick leave may be granted to an employee who provides proof of attendance at the funeral of an aunt, uncle, niece, or nephew.

Up to three (3) days of sick leave may be advanced to a new employee who incurs a death in the immediate family and has accrued insufficient sick leave to cover the absence. Should the employee leave the service of the Employer prior to repaying the full

amount of sick leave advanced, the outstanding time will be reconciled and deducted from the employee's last pay.

Section 6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave (leave request form).

Section 7. Notification by Employee. When an employee is unable to work, he/she shall notify the supervisor/designee, and such other designated person (e.g., receptionist), on each day of absence in accordance with the absence reporting provisions contained in Article 36 herein.

Section 8. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Improper application for sick leave or application for sick leave with intent to defraud may result in disciplinary action, up to and including dismissal and refund of salary or wage paid.

Section 9. Physician's Statement.

- A. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, on in the case of childbirth and other conditions relating thereto, during the post-natal period. A physician statement shall be required for absence of three (3) or more consecutive work days due to illness. The Employer may require a physician's certificate of disability where the Employer suspects abuse of sick leave.
- B. If an abnormal, excessive, or questionable pattern of absence develops, the Employer may require a physician's statement in support of any request for sick leave.

Section 10. Physician Examination. If the Employer has reason to believe that the employee is unable to perform the essential functions of the employee's position, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, selected by the Employer to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 11. Falsification of either a leave request form or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 12. Sick Leave Donation. A full-time or part-time non-probationary employee who has exhausted all paid leave (e.g., vacation, personal leave, sick leave, comp time, etc.) may petition for sick leave donations in eight (8) hour increments. Donation is only available where the

employee, the employee's spouse, or the employee's child has a "serious health condition" as defined under FMLA rules/regulations and will only be allowable when the employee has exhausted all available paid leaves. The total length of time that an employee may be eligible to use donated sick leave for any single illness and/or injury arising from the same set of facts (e.g., a single auto accident) shall be limited to two (2) months in duration and no more than three (3) months in any one calendar year.

- A. Any donation made by an employee in accordance with this section shall be on a voluntary basis, and the donating employee must have a minimum balance of eighty (80) hours of sick leave to be eligible to donate time. The donating employee may only donate a maximum of forty (40) hours in any calendar year to other employees. Donations must be made in eight (8) hour increments.
- B. The Employer will provide forms on which an employee may apply to request sick leave donations under this provision and forms which donating employees can sign up to donate leave. The Employer will distribute a general notice to co-workers of an employee's request for leave in order to solicit sick leave donations.
- C. Once a donating employee has designated the total amount of sick leave to be donated up to the maximum allowed under Paragraph A, the donation is irrevocable, but donated sick leave shall not be deducted from the donating employee until actually used by the employee receiving the donations. The sick leave donation program shall be administered on a pay period to pay period basis, drawing from each donating employee on a rotating basis based upon the order in which the donating employees signed up, beginning initially with the first employee to sign up/submit forms. Donations shall be deducted from a donating employee's designated donation amount in eight (8) hour increments, drawing from each donating employee on a rotating basis. Donations of sick leave will be deducted from the donating employee's balance during the pay period such leave is actually paid out to the disabled employee. Donated leave must be used by the employee in eight (8) hour increments.
- D. The Union agrees that the Employer can extend this sick leave donation policy to non-bargaining unit employees and that if extended both non-bargaining and bargaining unit employees may participate so long as the donation rules are applied the same. The Employer if it exercises this provision shall provide written notice to the Union.

ARTICLE 27

CONVERSION OF UNUSED SICK LEAVE

Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion often (10) years of continuous service with the County, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused

sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-quarter (1/4) of nine hundred sixty (960) hours of sick leave.

ARTICLE 28

HOLIDAYS

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Year's Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday of January)
Presidents' Day	(3 rd Monday of February)
Memorial Day	(4 th Monday in May)
Juneteenth	(19 th of June)
Independence Day	(4 th of July)
Labor Day	(1 st Monday in September)
Columbus Day	(2 nd Monday in October)
Veterans' Day	(11 th day in November)
Thanksgiving Day	(4 th Thursday of November)
Day after Thanksgiving	(4 th Friday of November)
Christmas Eve Day	(24 th of December)
Christmas Day	(25 th of December)

Section 2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. When no work is performed on a holiday, full-time employees shall be paid for eight (8) hours at their straight time hourly rate (paid holiday time) for each of the holidays listed in Section 1 provided the employee has worked the last working day before and the first working day after the holiday, unless such absence has been approved by the Employer.

Section 4. In addition to the above holidays, each full-time employee who has successfully completed six (6) months of a probationary period shall be entitled to accrued personal days off with pay. The personal days must be taken in the year earned and may not be carried over from one (1) year to the next. Maximum of four (4) personal days per year per employee will be granted. Each part-time employee who has successfully completed six (6) months of a probationary period shall be entitled to personal days at a prorated amount based upon the average annual hours worked in comparison to a full-time employee. Personal days are available for use during the calendar year between January 2 and December 15.

During the first year of employment, employees shall accrue personal days at the rate of one (1) day each calendar quarter. Personal days may be taken in one-half (1) day increments, and only with advance approval of the supervisor. The use of personal days shall not be unreasonably denied.

ARTICLE 29 **VACATION**

Section 1. Employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Part-time employees shall accrue vacation on a pro rata basis in accordance with the credit schedule herein. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than one (1) year	none
One (1) year but less than four (4) years	Two (2) weeks
Four (4) years but less than ten (10) years	Three (3) weeks
Ten (10) years but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years but less than twenty (20) years	Five (5) weeks
Twenty (20) years or more	Six (6) weeks

Such vacation leave shall accrue to employees based upon regular hours paid, but not on overtime hours, at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Hour Paid</u>	<u>Maximum Hours Per Year</u>
Two (2) weeks	.0385	80
Three (3) weeks	.0577	120
Four (4) weeks	.0769	160
Five (5) weeks	.0962	200
Six (6) weeks	.1154	240

A newly hired employee may request to be advanced up to one (1) week of vacation after completion at six (6) months of service with the agency; approval of such requests are based upon operational needs and staffing requirements. Additionally, should an employee who has been advanced vacation leave employment for any reason prior to completion of one (1) full year of service, the advanced vacation will be deducted from the employee's :final paycheck(s).

Section 2. New employees of the Employer may be entitled to prior service credit earned in other county government agencies in Ohio during previous periods of employment. The employee must submit a written request for verification of employment to their previous employer(s) within sixty (60) days from their initial hire, with a copy to the Executive Director. Prior service credit will only be granted for full year increments. All prior service credited to employees prior to March 1, 2001, shall continue to be credited to them.

Section 3. No employee will be entitled to payment for accumulated vacation under any circumstances until s/he has completed one (1) year of employment with the Employer.

Section 4. Vacations may be taken in a minimum increment of one-half (1/2) hour. Vacations are to be scheduled in accordance with the work load requirements of the department. The Employer requires that vacation requests for time in excess of two (2) consecutive work days be made fifteen (15) days prior to the vacation period. The supervisor may waive the advance notice if the employee can show that there is a bonafide emergency. Vacation requests submitted at the same time and for the same date(s) will be made based upon seniority and in accordance with the work load requirements as determined by the Employer.

Section 5. An employee wishing to change his/her scheduled vacation shall give the Employer ten (10) days advance notice. All changes in the schedule shall be made on a “first-come, first served” basis for those unscheduled and available weeks remaining.

The Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee, but in no event shall exceed three (3) years' accrual.

Section 8. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

Section 9. At the time of separation of employment, an employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave.

Section 10. In the case of the death of an employee, any unused vacation leave, and unpaid overtime shall be paid to his/her spouse, and if none, to his/her estate.

ARTICLE 30 **LEAVES OF ABSENCE**

Section 1. Leave of Absence. The Employer shall grant a leave of absence without pay to an employee in the bargaining unit who is disabled due to illness or injury, and who has exhausted all sick leave benefits. Such leave shall not exceed a maximum duration of six (6) months, including time on paid sick leave and/or Family and Medical Leave. (Family and Medical Leave is available in accordance with statute and Employer policy as maybe applicable.) To be eligible

for leave of absence without pay, the employee shall make written application, and submit sufficient documentation from his/her physician to prove disability, and a prognosis indicating the probable date of return to work. The Employer may require periodic documentation from the employee's physician. Upon return to work, the employee shall be placed in the same or similar position to which he/she held prior to the leave of absence. Seniority shall accrue during the leave of absence.

Section 2. Disability Separation. An employee who has exhausted all sick leave and leave of absence without pay and continues to be disabled may be placed on disability separation. To be eligible for disability separation, the employee shall have exhausted all sick leave and vacation leave, and/or Family and Medical Leave, and submit documentation of continuing disability and a prognosis from the attending physician that the employee may make an effective return to work within two and one-half (2 1/2) years from the date of application. The disability separation shall not exceed three (3) years from the date the employee first was placed on leave of absence or sick leave of absence and/or Family and Medical Leave. Upon being released to work without restrictions, the employee shall be placed in the first available opening in a classification within the bargaining unit which is at the same level, or at a lower level, than the classification which the employee held prior to going on leave, and which the employee is qualified to perform. Upon return to work, the employee shall be given credit for seniority and service prior to being granted a disability separation, but no seniority or service credit for time on disability separation.

Section 3. Personal Leave of Absence. Upon written application, an employee may be granted a leave of absence without pay for a maximum of six (6) months for any personal reasons of the employee, including parenting purposes. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any government sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which she/he formerly occupied, or to a similar position if his or her former position no longer exists. She/he may be returned to active pay status prior to the originally scheduled expiration if such earlier return is agreed to by the Union and the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline up to and including discharge. Granting of a personal leave of absence is discretionary, based upon work load, work force strength, budget constraints, etc.

Section 4. Failure to Return From Leave of Absence. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer, may be terminated from employment.

Section 5. Military Leave. All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

Section 6. Non-Job Related Court Leave. An employee shall not lose pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty, except

grand jury duty, by the United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

ARTICLE 31 **EXPENSE REIMBURSEMENT**

Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official agency business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the employee's appointing authority, or when travel is a part of the employee's regularly assigned job duties. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking, and Tolls

1. When using personal rather than County vehicles while on official County business, employees shall be reimbursed for actual miles at the rate approved by the Guernsey County Children Services Board.

Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., insurance, gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip in the same automobile.

2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking cost and highway tolls are required.
3. No expense reimbursement is made for travel between home and office.
4. The agency will maintain and make available a vehicle to be used by staff on a first come-first serve sign-out basis when circumstances exist that make the use of a personal vehicle impossible or undesirable (large sibling group, road conditions, lice, etc.).

B. Meals

Expenses incurred for meals while on official County business will be reimbursed up to the limit of the current policy of the Board, with the approval of the appointing authority. An employee is eligible for such reimbursement only when travel outside the County has been authorized by his/her appointing authority and when travel extends through a normal meal period.

C. Conference Expenses

Registration/tuition fees for conferences or seminars approved in advance according to Board policy shall be paid by the Employer.

D. Overnight Expenses

Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the County of official agency business, and such travel requires an overnight stay. Lodging expenses will be reimbursed only with prior authorization by the employee's appointing authority.

E. Incidental Expenses

Minor incidental expenses paid by members of the bargaining unit on behalf of the agency for client children meals or emergency sundries shall be reimbursed upon presentation of receipts and approval by the Agency Director.

ARTICLE 32
WAGES AND BENEFITS

Section 1. The level of life, health, and dental benefits, and the employee cost thereof, shall remain the same as that authorized by the Children Services Board for classified non-bargaining unit employees of the agency. The Union shall be given notice of any change in coverage or cost of the insured benefit package.

The Union and the Agency agree to establish a joint health care committee to review current plans and the cost thereof with the purpose of assuring excellent health care for employees at minimal cost to the Agency. Union staff representatives may attend scheduled joint health care committee meetings; however, meetings need not be rescheduled if any such representative is unable to attend.

Section 2. The wage schedule is exhibited in Appendix A of this agreement and is incorporated herein. The hourly wage rates for all bargaining unit employees and the base hourly rates in the schedule exhibited in Appendix A shall be increased as follows:

- One dollar (\$1.00) per hour effective the pay period that includes March 1, 2022,
- Three percent (3.00%) effective the first full pay period in January 2023
- Two percent (2.00%) effective the first full pay period in January 2024

Section 3. Employees are eligible for hourly longevity supplements in addition to their base wage rate as follows:

Years	Amount	Years	Amount
0-1	\$0.00	11	\$2.20
1	\$.20	12	\$2.40
2	\$.40	13	\$2.60
3	\$.60	14	\$2.80
4	\$.80	15	\$3.00
5	\$1.00	16	\$3.20
6	\$1.20	17	\$3.40
7	\$1.40	18	\$3.60
8	\$1.60	19	\$3.80
9	\$1.80	20	\$4.00
10	\$2.00	20+	\$4.00

Longevity shall be based on each full year of service as of January one of the applicable year. The maximum amount of longevity that may be received in longevity supplement is four dollars (\$4.00) per hour.

Section 4. The Agency Director may grant credit to new hires in the form of up to five (5) years' service/experience/education credit on the longevity schedule at the time of hire.

ARTICLE 33 **ON CALL PAY**

Section 1. An employee in Bargaining Unit “B” who is assigned to “on-call status” may be furnished an activated beeper/pager/cellular phone at the Employer's expense. An employee who is on-call is free to engage in personal activities so long as he is able to be reached through the beeper/pager. An employee in on-call status shall remain in a condition to effectively respond to a call or call-out in accordance to prescribed administrative rule. Further, when a referral is determined to be an emergency by the on-call supervisor, face-to-face contact is to be made within one (1) hour of the acceptance of the referral in accordance with administrative rule. All responses to emergency and non-emergency referrals shall be in accordance with state statute and regulation (rule). A rotation schedule is prepared yearly in the beginning of November. At this time, caseworkers sign up for on-call based upon seniority. This means that the worker with the most seniority will be permitted to select the rotation dates they prefer and so on through the least senior worker. If an on-call becomes available due to a worker leaving the agency, the Intake Supervisor will advertise the availability to all caseworkers. If no worker volunteers to cover the opening, then the caseworker with less casework seniority will be required to fill the vacant on-call.

A. When the Employer places an employee on “on-call status,” he will be compensated at the following rate:

Twenty-five dollars (\$25.00) per week day (Monday through Friday), and
fifty dollars (\$50.00) per weekend day (Saturday or Sunday), plus an

additional thirty dollars (\$30.00) for any designated holiday (Article 29) falling within the assigned week/work period.

- B. Employees must fulfill at minimum one (1) complete on-call week rotation per calendar year. Employees may trade their on-call rotations to other willing employees upon supervisory approval.
- C. The on-call week consists of two (2) parts: weekday on call runs from 8:30 a.m. Monday to 8:30 a.m. Friday morning; weekend on call runs from 8:30 a.m. Friday to 8:30 a.m. Monday.

ARTICLE 34 **SEVERABILITY**

Section 1. This agreement is subject to all applicable state and federal laws, the Constitutions of the State of Ohio and the United States of America, and any rules and regulations or judicial decisions interpreting them. Being subject thereto, in the event any provision of this agreement is found to be contrary to any of these laws by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect; however, any such ruling shall not adversely impact the force and effect of the remaining provisions contained herein.

Section 2. In the event any provision is rendered invalid by enactment of law or by any tribunal of competent jurisdiction, the Union and the Employer agree to meet promptly upon written request by either party, for the purpose of discussing a mutually acceptable replacement provision.

ARTICLE 35 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 1. The parties recognize and agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, pertaining to wages, hours, terms, and other conditions of employment, shall apply to employees in the bargaining unit where such matters have been addressed in any form within this agreement. It is expressly understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C. Furthermore, Sections 124.388 and 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 36

ABSENCE REPORTING

Section 1. Notification by Employee. When an employee is unable to work or is unable to timely report to work, he/she shall notify the supervisor/designee and the receptionist on each day of absence as follows:

1. **Non-Emergency Absence.** Notify the supervisor/designee as close to 8:30 a.m. as possible, and speak with the receptionist first so that the employee tracking system can be updated. The employee reporting off is to personally speak with his/her supervisor; however, if the supervisor is not available, the employee must speak with another member of administration (management).

It is not permissible to leave a text message or a voice mail message.

The above reporting requirements shall be followed on each scheduled work day absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor. In the case of extended illness, the employee may report additional absences on a weekly basis upon arrangement with the supervisor.

2. **Emergency Absence.** In the event of an emergency necessitating an absence, an employee may contact his/her supervisor or another member of administration the evening before or prior to 8:30 a.m. on the date of the absence to report the need for the absence. If the employee is unable to speak directly with the supervisor or other member of administration, the employee may leave a text/voice message and must follow up with the supervisor/member of administration as soon as possible.

In emergency situations, the supervisor/administrator will notify the receptionist of the absence.

If the emergency reporting procedures are not followed, the employee must follow the non-emergency reporting procedures.

3. **Tardiness.** In the event an employee is unable to report to work on time, the employee must contact his/her supervisor or another member of administration, as well as the receptionist, if the tardiness is expected to be fifteen (15) minutes or more or if the employee has an appointment scheduled for a time occurring before his/her anticipated time of arrival.

ARTICLE 37

COMMUNITY EVENTS

Section 1. A scheduling sheet will be available to employees to sign up for staff events that are sponsored by the agency. The sheet will list the number of employees that are needed to staff the event in order to ensure that a sufficient number of employees are present to assist with the

event. Employees whose job descriptions require them to conduct or staff the events are not required to sign up to staff the event.

Section 2. If an employee signs up for any event on the scheduling sheet, she/he will be provided flex time or compensatory time for any and all hours worked to staff the agency wide event, per supervisory approval. Adjustments may be made to allow employees to meet any job requirements.

ARTICLE 38 **DURATION OF AGREEMENT**

Section 1. This agreement shall become effective as of January 1, 2022 and shall remain in full force and effect through December 31, 2024, unless otherwise terminated as provided herein.

Section 2. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. The parties shall attempt to commence negotiations within two (2) calendar weeks following receipt of the notice of intent.

Section 3. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. This agreement contains all provisions for wages and benefits for bargaining unit employees covered by this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement or 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.

SIGNATURE PAGE

Agreed and signed in Cambridge, Guernsey County, Ohio this 15th day of December, 2021.

**FOR THE GUERNSEY COUNTY
CHILDREN SERVICES BOARD**

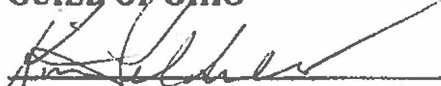


Executive Director



Board President

**FOR THE PROFESSIONALS
GUILD OF OHIO**



Local President



Chauncey Mason, Executive Director

Approved by resolution of the Guernsey County Board of Commissioners

December 15, 2021

Date

Approved as to form



APPENDIX A
BASE HOURLY RATES

New Title 2007

**Effective starting March 8,
2022**

<u>Bargaining Unit A</u>	
Clerical Specialist I (Typist 2)	\$13.84
Clerical Specialist II (Data Entry 1) (Word Processing Specialist 2)	\$14.08
Clerical Specialist III (Data Entry II)	\$15.14
Clerical Specialist IV (1) (1/1/2007) (Data Entry 3) (Clerical Specialist)	\$16.06
Clerical Specialist IV (2) (Current Clerical Specialist only—2006 and prior)	\$16.92
Account Clerk I	\$15.49
Account Clerk II	\$16.91
Account Clerk III	\$17.20
Family Support Specialist I	\$13.41
Family Support Specialist II	\$14.33
Family Support Specialist III	\$15.27
<u>Bargaining Unit B</u>	
Caseworker I	\$17.00
Caseworker II	\$18.85
Caseworker III	\$20.58
Caseworker IV	\$21.49

APPENDIX A
BASE HOURLY RATES

New Title 2007

Effective January 2023 (3.0%)

<u>Bargaining Unit A</u>	
Clerical Specialist I (Typist 2)	\$14.26
Clerical Specialist II (Data Entry 1) (Word Processing Specialist 2)	\$14.50
Clerical Specialist III (Data Entry II)	\$15.59
Clerical Specialist IV (1) (1/1/2007) (Data Entry 3) (Clerical Specialist)	\$16.54
Clerical Specialist IV (2) (Current Clerical Specialist only—2006 and prior)	\$17.43
Account Clerk I	\$15.95
Account Clerk II	\$17.41
Account Clerk III	\$17.71
Family Support Specialist I	\$13.81
Family Support Specialist II	\$14.76
Family Support Specialist III	
<u>Bargaining Unit B</u>	
Caseworker I	\$17.51
Caseworker II	\$19.41
Caseworker III	\$21.20
Caseworker IV	\$22.13

APPENDIX A
BASE HOURLY RATES

New Title 2007

Effective January 2024 (2.0%)

<u>Bargaining Unit A</u>	
Clerical Specialist I (Typist 2)	\$14.55
Clerical Specialist II (Data Entry 1) (Word Processing Specialist 2)	\$14.79
Clerical Specialist III (Data Entry II)	\$15.90
Clerical Specialist IV (1) (1/1/2007) (Data Entry 3) (Clerical Specialist)	\$16.87
Clerical Specialist IV (2) (Current Clerical Specialist only—2006 and prior)	\$17.78
Account Clerk I	\$16.26
Account Clerk II	\$17.75
Account Clerk III	\$18.06
Family Support Specialist I	\$14.08
Family Support Specialist II	\$15.05
Family Support Specialist III	\$16.04
<u>Bargaining Unit B</u>	
Caseworker I	\$17.86
Caseworker II	\$19.80
Caseworker III	\$21.62
Caseworker IV	\$22.57

APPENDIX B
STAFF AGREEMENT

RELEASE OF PERSONAL INFORMATION: UNION SPECIFIC

In accordance with Ohio Revised Code (2151.42), the Guernsey County Children Services Board may not, except under limited circumstances, release certain information about you without your written permission. This information includes your address and phone number. By signing this release, you are agreeing to allow the Guernsey County Children Services Board to release the information designated below. You may revoke this permission at any time, except to the extent it has been acted upon during the period of release. This agreement shall remain in your personnel file as maintained by the agency.

I, _____, do hereby agree to the release of the following information to (please check and initial):

☐ The Professional Guild of Ohio

☐ Address

☐ Phone Numbers

Please specify the address and phone numbers to be released:

Signature _____ Date _____

Revocation:

I, _____, revoke permission of the release of the above information as indicated effective on _____.