

AGREEMENT

between

**MONTGOMERY COUNTY JOB AND FAMILY SERVICES
DIVISION OF CHILDREN SERVICES**

and

PROFESSIONALS GUILD OF OHIO

April 1, 2023 to March 31, 2026

Approved by the Montgomery County Board of County Commissioners:
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ARTICLE 1 RECOGNITION

Section 1.

The Montgomery County Board of County Commissioners (hereafter referred to as the "County" or "Employer" or "Management") recognizes and acknowledges the Professional Guild of Ohio (Hereinafter referred to as "Union") as the sole and exclusive collective bargaining representative of the professional and non-professional employees of the Montgomery County Department of Job and Family Services, Children Services Division, including probationary employees, and further described and included in the bargaining units as follows:

All employees included under State Employment Relations Board Case No. 2015-REP- 01-0006.¹

Section 2.

In the event the County creates new classifications, which are appropriate for inclusion in the bargaining unit, such classifications shall become part of the bargaining unit if not excluded under O.R.C. 4117.

Section 3.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary. In addition, the parties agree that they will exercise diligence in complying with Ohio Revised Code 4117.

ARTICLE 2 MANAGEMENT'S RIGHTS

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

¹ Ref. prior SERB Case No's. 84-RC-08-1710; Case No. 85-RC-01-2817; Case No. 01-REP-10-0260; Case No. 06-REP-04-0058; and Case No. 09- REP-02-0025.

- Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- Direct, supervise, evaluate or hire employees;
- Maintain and improve the efficiency and effectiveness of governmental operations;
- Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or nonproductive;
- Determine the adequacy of the work force;
- Determine the overall mission of the employer as a unit of government;
- Effectively manage the work force;
- Take actions to carry out the mission of the public employer as a governmental unit;
- The Montgomery County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the Employer in those emergency situations;
- To maintain security of all Employer records and other pertinent information.

ARTICLE 3 UNION BUSINESS

Section 1.

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

Section 2.

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

Section 3.

The Union shall appoint not more than seven (7) stewards one of whom shall be designated Chief Steward. Elected Union officers and the Chief Steward will serve as alternate stewards whenever a steward is not available.

Management shall be provided an updated list of stewards and officers on a semi-annual basis in January and July and whenever new stewards and/or officers are appointed.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

It is understood that absence from assigned work as defined in Section 5 above does not authorize Union stewards to be absent from their jobs without prior notice to and authorization from the employee's immediate supervisor or appropriate manager. It is also understood that privileges granted to be absent from their job shall not exceed:

(a) forty (40) hours annually for each steward; (b) eighty (80) hours each annually for the Chief Steward and Union Secretary, and (c) one hundred (100) hours annually for the Union President, excluding time spent in the Fourth Step of the Grievance Procedure. Time limits in this section shall be extended on mutual agreement of both parties.

Time allocated per this section shall be recorded by each employee and provided to the employee's immediate supervisor on a daily basis.

Section 8.

The Union President or designee may make a one-half (1/2) hour presentation at new employee orientation programs.

Section 9.

Union representatives may consult with bargaining unit members on the Employer's premises before the start of and at the completion of the workday and they shall be permitted access to

work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of ensuring that the provisions and aims of this agreement are properly followed. Union representatives shall make their presence known to management prior to contacting employees. Union representatives shall not interfere with any employee's work assignment.

Section 10.

The Union shall be permitted to hold meetings on agency property. Requests for such meetings shall be made in accordance with the on-line room reservation system and with reasonable advance notice to the JFS Human Resources Manager. In accordance with Section 6 of this Article such meetings shall be held on non-work time and in designated non-work areas.

Section 11.

Leave of absence without pay not to exceed three (3) workdays per year shall be granted to the Union President, the Chief Steward and the stewards for attendance at Union conventions, conferences or workshops. Such time off shall be requested in writing at least thirty (30) days in advance and is subject to the Employer's ability to plan alternate coverage. Twenty-four (24) hours of that time per calendar year will consist of paid leave to be divided among stewards and officers for the purpose of attending training functions. In addition, each new steward or officer shall be provided four (4) hours of paid leave for initial training purposes in how to perform their duties as officer or steward.

Section 12.

The rights accorded to the Union by this agreement do not apply to any other employee organization or employee of the County that is not a member of the Union bargaining unit.

ARTICLE 4 UNION SECURITY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

Section 6.

In the event the Supreme Court of the United States overrules or modifies its decision in Janus, such that the language of the existing Agreement must be changed, the parties agree to meet for the purpose of addressing the "fair share fee" issue.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Steps in the Grievance Procedure

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

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

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

Step 3.

If a grievance is not settled at Step 2, the grievance shall be forwarded to the Human Resources Director, or their nominee, for the resolution of the grievance. The Union shall

forward the grievance and copies of the reply thereto, if any. The Human Resources Director or their nominee, shall hold a meeting with regard to the grievance within five (5) working days following receipt of the grievance. Both the grievant and the Management representatives shall have the right to have available such witnesses as are necessary for the explanation and investigation of the grievance. The Human Resources Director, or their nominee, shall reply to the grievant in writing within ten (10) actual working days from the termination of the meeting.

Step 4.

- A. If the grievance is not settled in accordance with the foregoing procedure, either party may request an additional meeting including the parties' legal counsel in an effort to reach resolution. If such meeting is rejected by either party or the results of the meeting prove unsuccessful, the Union may refer the grievance to binding arbitration within fifteen (15) working days after receipt of the Human Resources Director's answer in Step 3 or within fifteen (15) working days after the Human Resources Director's answer in Step 3 should have been received.

The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral.

1. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the Union shall immediately request the American Arbitration Association to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel and request a new panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel.
 2. Except as otherwise specified by this Agreement the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Montgomery County, Ohio unless the parties mutually agree otherwise.
- B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to them. In the event the arbitrator finds a violation of this agreement they shall fashion an appropriate remedy. The arbitrator shall submit in writing their decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties in writing agree to an extension thereof. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The arbitrator shall not modify the termination of an employee if the cause of termination is a felony conviction.
- C. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union in the event of a split decision but otherwise will be paid by the party whose position is not sustained by the arbitrator, provided however that each party shall be responsible for compensating its own representatives and non-employee witnesses.

- D. Two (2) or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

Section 6.

The grievant shall have the right to process their grievance themselves or to be accompanied by a representative of the Union during hearings or meetings relative to their written grievance. At each step of the grievance procedure there shall be a meeting/hearing before the management representative, unless otherwise agreed by the parties. Any meeting(s) will be scheduled at a mutually agreed time between the Employer, Union and Grievant. The Union shall be notified by the Employer and shall be permitted to send an observer to all hearings and meetings. The resolution of the grievance may not be inconsistent with the terms of the collective bargaining agreement.

Section 7.

The parties may by mutual agreement waive any steps or any of the time limits of this Article. Unless otherwise indicated all references to days in this Article mean working days. However, unless time limits are waived, any grievance not reported or filed within the time limits set forth above is deemed invalid. Unless time limits are waived, if any grievance is not timely presented at the next step, the last answer given by management is deemed to have settled the grievance.

Section 8.

Union grievances and grievances of suspensions or demotions shall start at the second step of the grievance procedure. Termination grievances shall start at the third step of the grievance procedure.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

The Labor Management Committee (LMC) shall consist of not more than ten (10) persons, including up to five (5) persons from Management and up to five (5) persons from the Union. This committee shall meet monthly during working hours to discuss matters of mutual concern. Either party may cancel a monthly meeting with 48 hours' notice to the other party.

ARTICLE 7 SENIORITY

Section 1.

For purposes of this agreement, bargaining unit employees' seniority shall be defined as the uninterrupted length of continuous service with the County. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to service following the expiration of the

leave. However, time spent on unpaid leave of absence beyond thirty (30) days shall not be counted in determining accumulated seniority.

Section 2.

For purposes of this agreement, if an employee is laid off such layoff shall not constitute a break in service if the employee is placed on the payroll within two (2) years of the layoff. Time spent on layoff shall not be counted in determining accumulated seniority.

Section 3.

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

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

Section 4.

Upon request by the Union, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each bargaining unit member. A copy of the seniority list shall be furnished to the Union when the list is posted. The Employer should not be required to post the list at more than ninety (90) day intervals.

ARTICLE 8 POSTING AND PROMOTIONS

Section 1.

A notice of all vacancies in the bargaining unit shall be posted electronically (including emails to employees) in all facilities for a minimum of five (5) working days. QR Codes will be provided to the Union for access to postings. Postings will show the job classification, rate of pay, and the geographic location, when possible. Those employees who wish to be considered for the posted job must file an application as directed by the Employer in the posting by the end of the posted period.

Section 2.

All timely filed applications will be reviewed by the Human Resources Department. Selection for bargaining unit positions will be made on the basis of seniority, education, skill, experience, active discipline, and the ability to perform the work in question. If the education, skill, experience, active discipline, and ability to perform the work of two or more applicants are substantially equal, seniority shall govern. Management shall consider the presence of active discipline for work performance and attendance-related suspensions in an employee's file when filling a vacancy.

The President of the Union will be provided with timely notice of the candidate approved for the posted position.

Section 3.

A. Promotions

An employee who applies for and receives a promotion under the provision of Section 2 above shall serve a probationary period in the new classification and shall remain in the new position for twelve (12) months before becoming eligible to apply for another position. An employee who has been demoted or returned to their prior position shall remain in that position for twelve (12) months before becoming eligible to apply for another position.

Management shall consider the presence of active discipline for work performance and attendance-related suspensions in an employee's file when filling a vacancy.

During the promotional probationary period the employee shall be given the necessary time and training to become accustomed to the job and learn to perform the duties of the position. If an employee must be returned to their former classification before the end of the promotional probationary period, they shall be provided with written notice of the reasons for such demotion. The employee may request a meeting with the department manager and an HR representative to discuss such reasons. The Union shall be notified of and permitted to send a representative to such meetings.

B. Transfers

An employee who applies for and receives a transfer to a position in the same classification shall remain in the new position for twelve (12) months before becoming eligible to apply for another transfer in the same classification. Such employee shall be subject to a special probationary period of ninety (90) calendar days. This special probationary period represents a total accumulation of service time and may be adjusted upward to reflect any unpaid leave of absence or breaks in service. Upon completion of the first forty-five (45) days in this new position, the Employer will provide a standard, written evaluation to the employee. If the employee in special probationary status is not satisfactorily meeting the requirements of the new position, the employee, the Union, and the Employer shall meet to discuss the matter. Following the discussion, the Employer may transfer the employee to another position in the same classification, at the same salary and, if possible, a position similar in duties to the employee's previous position. Involuntary transfers are not subject to a special probationary period.

Management shall consider the presence of active discipline for work performance and attendance-related suspensions in an employee's file when filling a vacancy.

Section 4.

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

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

B. Satisfactory overall work record as reflected in the average score of the most recent performance evaluation and other documentation in the personnel record.

1. For purposes of "in-place" promotions, a "satisfactory overall work record" under the County's current performance evaluation procedures means that the employee has an overall rating of no less than 2.75 with no categories being rated at "1" ("Unacceptable") and no more than two (2) individual categories being rated at "2.0" ("Needs Improvement").
2. Presence of an active disciplinary action in the personnel file on the anniversary date will disqualify an employee from promotion.

C. Employee is not in probationary status due to a promotion.

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

ARTICLE 9 NON-DISCRIMINATION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 10 SAFETY AND HEALTH

Section 1.

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

Section 2.

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

ARTICLE 11 DISCIPLINE

Section 1.

It is agreed that the Employer has the right to discipline or discharge employees for just cause. Written notification of an investigation or pre-disciplinary meeting shall be provided no later than ten (10) days following knowledge of the alleged infraction.

Section 2.

The parties agree that an employee and the Union will be provided written notice of an investigatory meeting when there is reason to believe disciplinary action is possible, including the right to representation in the meeting. However, in no event will the representative unlawfully interfere in the information gathering process. Investigatory meetings are not pre-disciplinary meetings. No later than thirty (30) days following service of the notice of investigation, the employee shall receive written notification of a pre-disciplinary meeting or letter closing the investigation. All investigation and pre-disciplinary notices shall include the approximate date and description of the alleged infraction. The employer reserves the right to amend the charges/allegations.

Section 3.

The parties agree that disciplinary action will be issued to the employee (Written Reprimand) or approved by the Board of County Commissioners (suspensions/removals/demotions) within thirty-five (35) days after the date of a pre-disciplinary meeting (as described in Section 7).

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

DATE:
TO:
FROM:
SUBJECT:

A meeting is scheduled on _____ at _____ to discuss (Alleged occurrence and reference to policy alleged to have been violated)

YOUR ATTENDANCE AT THIS MEETING IS REQUIRED.

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

Receipt

Employee Name _____ Date/Time Received _____

c: Union, Manager, Human Resources Office

Section 8.

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

Section 9.

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

Section 10.

When the Employer plans to meet with an employee in order to refer the employee to the Employee Assistance Program, the President of the Union shall be notified and shall be permitted to send a representative to the meeting. If an employee requests that the Union not participate in the meeting regarding such referral, appropriate consideration shall be given by the Union to such request, but the Union shall retain the option to attend or not attend.

ARTICLE 12 LETTER OF INSTRUCTION

A letter of instruction is not a form of discipline. When it becomes necessary to issue a letter of instruction to an employee it shall be done in private, in a manner that will not cause embarrassment to the employee. A letter of instruction is intended to be used as a corrective measure and should be used to call attention to proper procedures, performance, and expectations. The letter of instruction will provide clear expectations and consequences and may not be grieved.

The letter of instruction will cease to have effect after one (1) year from issuance.

Employees may submit comments to be attached to the letter of instruction.

ARTICLE 13 PROBATIONARY PERIOD

Section 1.

Newly hired employees shall serve an initial probationary period. The probationary period shall be one hundred and eighty (180) calendar days from the initial date of hire. Time spent on leave without pay shall not count toward completion of the probationary period.

Section 2.

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

Section 3.

Employees who are promoted shall serve a promotional probationary period of one hundred and eighty (180) calendar days. If the promoted employee's performance is found to be unsatisfactory, a written evaluation outlining the deficiencies in performance shall be provided to the employee, and the employee shall be demoted to the former classification and the employee's salary shall be reduced to the level received prior to the promotion except for any adjustments in the pay range which may have occurred.

An employee who accepts a lateral transfer shall serve a ninety (90) calendar day probationary period.

Demotion during the promotional probationary period is not subject to arbitration.

Section 4.

Upon the agreement of the affected employee, the union and the employer, an employee's probationary period may be extended for ninety (90) days. No employee's probationary period shall be extended for more than ninety (90) days without the mutual agreement of employer and the union.

Section 5.

Paid leave during probation shall not be unreasonably denied.

ARTICLE 14 PERSONNEL RECORDS

An employee shall receive one (1) copy without charge of all materials to be placed in the personnel file and shall have access to their 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 their personal representative in such inspection. It is understood between parties to this Agreement that this access and provision for copies does not include employer inquiries and references. An employee may compile and date a list of the documents they find in their personnel file and insert a copy of that list in their file. Management has the right to have a representative present while the employee inspects their records. In the event an employee requests duplicate copies of documents in the personnel file, Management reserves the right to assess a \$.10 (ten cents) per page charge for such duplication when an employee makes more than two (2) requests in a calendar year, or when any request requires copying more than five (5) pages of material. Upon request the County will provide electronic access to all personnel files and/or electronic copies at no cost.

ARTICLE 15 EMPLOYEE EVALUATIONS

Section 1.

Each employee of the Employer will be evaluated by the immediate supervisor no less often than annually within the ninety (90) day period prior to March 31 to assess their current job assignments, identify performance areas requiring improvement, to establish performance

objectives for the next evaluation period, and to develop a plan for improvement of performance. Such evaluations shall be based on a clear job description which has been provided in writing to the employee.

Under the County's current performance evaluation procedures, an overall rating of 2.0 ("Needs Improvement") requires the issuance of a Performance Improvement Plan. Absent unusual circumstances, a "Needs Improvement" evaluation will be preceded by prior verbal counseling and written notice given when the employee's performance falls below required standards. The counselling and notice will specify the areas in which the performance needs improvement and a reasonable period of time in which to attain required performance levels.

An appeal of an adverse evaluation shall commence at Step 2 of the Grievance Procedure in Article 5.

In the event of the immediate supervisor's absence, a higher level of management may complete and/or sign off on the evaluation.

Section 2.

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

Section 3.

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

ARTICLE 16 CLASSIFICATION AND POSITION AUDIT SYSTEM

Section 1.

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

Section 2.

When a new classification is established or an existing one substantially changed, the Employer will submit the description in writing to the Union. Within forty-five (45) days the parties will meet to negotiate a rate of pay for the job. If no agreement can be reached by the parties, they will submit it to the third step of the grievance procedure in Article 5. Among the factors to be considered in resolving the dispute are the skill, knowledge and abilities required in the job and the problem solving, know-how, accountability and working conditions in the job all in

relationship to other job in the classification system.

Section 3.

A. Union or Employee Request - The Union or an employee may request a position audit to be performed by the Employer on behalf of any individual or group of individuals except for employees classified as Child Welfare Caseworkers I, II, or III. The Employer shall complete the requested audit within ninety (90) days.

The Union may grieve the results of the audit provided they have first exhausted the Employer's internal classification appeal process.

B. Procedure - Once an audit request is received by the County Human Resources Department, the employee shall be provided with an audit packet. Upon submittal of a completed packet, notification shall be provided to the Union President and the Union shall be permitted to participate in the audit.

C. No position will be audited more than once in any twelve (12) month period. Position Audits shall be completed ninety (90) calendar days from the date the completed audit request packet is received by the County Human Resources Department from the employee or Union.

Section 4.

If someone other than a Union steward, officer or representative makes a request to the Employer for a position audit of a bargaining unit position, the Union must be notified immediately and be allowed to participate in the position audit.

ARTICLE 17 LAY-OFF AND RECALL

Preamble - This Article shall be the sole and exclusive authority utilized by the parties in determining lay-off and recall of bargaining unit positions covered by this agreement. When the Employer determines that lay-off of bargaining unit positions is necessary, it shall lay-off and recall as set forth herein.

Section 1.

Lay-Off/Abolishment

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

Employees will be laid-off from the affected classification in accordance to the overall seniority and their ability to perform the remaining work available. Affected employees will be given fifteen (15) calendar days' notice of a lay-off.

Section 2.**Displacement Rights**

An employee whose position is abolished, who is subject to lay-off, or who is displaced as a result of lay-off/abolishment shall have the right to fill an available vacancy in the same classification or lower classification within the classification series within the bargaining unit. If there are no current vacant positions in the classification, an employee may displace a less senior employee in the same classification. If there are no less senior employees in the same classification or classification series, the employee may displace a less senior employee in a classification previously held by the employee. In the classification selected for lay-off, employees shall be laid-off and have displacement rights in the following order: Part-Time Permanent (excluding After-Hours employees), Full-Time.

Section 3.**Recall**

Employees who are laid-off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, they shall have the right to return to the job classification they held prior to being laid-off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the HR Department of their intention to return within three (3) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the HR Department with their latest mailing address.

Section 4.**COBRA**

Employees who are laid-off may purchase the County's health care benefits covered in Article 27 for eighteen (18) months after date of lay-off. Arrangements for payment shall be made between the employee and the HR Department prior to the effective date of lay-off.

Section 5.**Unpaid Furloughs**

The Employer may identify the need for an unpaid furlough. Upon identifying the need, the Employer shall post the furlough opportunity(ies) on the H.R. bulletin board for seven (7) calendar days. Employees may bid on the unpaid furlough. The furlough will be awarded to the

most senior employee who bids in the affected unit. The furlough shall not be less than the number of days required to receive unemployment compensation and shall not exceed sixty (60) calendar days in a calendar year. Seniority shall continue to accrue for an employee during the time spent on furlough. Vacation, long term sick leave, and PPL balances shall be frozen for a furloughed employee during the time spent on furlough. A furloughed employee's insurance premiums shall be paid by the Employer at 100%. The Employer shall send a copy(ies) of the posting and the name(s) of the candidate(s) awarded the furlough to the Union president within five (5) days of the posting period closing.

ARTICLE 18 REST PERIODS

Section 1.

All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Employees may leave their workstation to take their rest period in designated areas provided that they can return to their workstation within the fifteen (15) minutes period. Employees who are scheduled to work a shift that lasts longer than eight (8) hours may take up to three (3) nonconsecutive ten (10) minute rest periods during their shift instead of two (2) fifteen (15) minute rest periods. Rest periods may be scheduled by Management.

Section 2.

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

ARTICLE 19 PRINTING OF THE CONTRACT

Each party agrees to assume the responsibility and associated costs of printing their contract, unless the parties mutually agree to do otherwise.

ARTICLE 20 BLOOD DONORS

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

ARTICLE 21 HOLIDAYS AND HOLIDAY PAY

Section 1.

Each employee is entitled to eight (8) hours of holiday pay for New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and the Friday following, and Christmas Day of

each year. Holidays except for the day after Thanksgiving shall occur on the days specified in Section 001.14 of the Revised Code. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If an employee's work schedule is other than Monday through Friday, they are entitled to holiday pay for holidays observed on their day off regardless of the day of the week on which they are observed.

Section 2.

All full-time and part-time employees shall be entitled to holiday pay if they work or are on paid leave the last scheduled workday prior to the holiday as well as the first scheduled workday following the holiday. Paid leave shall not be defined as approved sick leave, vacation, personal leave, or compensatory time, for the purposes of this Article.

Section 3.

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

ARTICLE 22 VACATION

Section 1.

All regular full-time employees who were employed at the Montgomery County Children Services Division and in the PGO Bargaining Unit before April 1, 2007, shall be granted the following vacation leave with full pay each year based upon their length of service with the County, State, and other political subdivisions of the State. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall earn vacation leave on a prorated basis according to the number of hours actually worked. Vacation accrual rates shall be as follows:

Service Year*	Total Hours Vacation Leave Per Year	Hours of Vacation Accrued Per Pay Period
1	83	3.2
2	98	3.8
3	106	4.1
4	111	4.3
5	117	4.5
6	122	4.7
7	127	4.9
8	132	5.1
9	137	5.3
10	143	5.5

11	148	5.7
12	153	5.9
13	158	6.1
14	163	6.3
15	169	6.5
16	174	6.7
17	179	6.9
18	184	7.1
19	189	7.3
20	195	7.5
21	200	7.7
22	200	7.7
23	200	7.7
24	200	7.7
25	200	7.7

* Service Year Defined: If you are in your first year of service but have not reached your first anniversary, you are in service year one (1). If you have completed four (4) years of service but have not reached your 5th anniversary, you are in service year 5, and so on.

Section 2.

All regular full-time employees that were not employed at the Montgomery County Children Services Division and were not in the PGO Bargaining Unit as of April 1, 2007, shall be granted the following vacation leave with full pay each year based upon their length of service with the County, State, and other political subdivisions of the State. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall earn vacation leave on a pro-rated basis according to the number of hours actually worked. Vacation accrual rates shall be as follows:

Years of Service*	Accrual Rate Per Pay Period	Vacation
1 thru 5	3.1	ten (10) days
6 thru 11	4.6	fifteen (15) days
12 thru 17	6.2	twenty (20) days
18 and beyond	7.7	twenty-five (25) days

The employee begins to earn a higher rate of vacation accrual at the beginning of the pay period which includes the date of completion of the appropriate number of years of service.

*Service Year Defined: If you are in your first year of service but have not reached your first anniversary, you are in service year 1.

Section 3.

On May 1 of each year employees will be allowed to have accrued no more than two (2) times the annual vacation leave they are then earning. As of May 1, each year, any vacation leave in excess of two (2) times the employee's annual accrual rate will be automatically deducted from the employee's account. Upon separation from employment an employee is entitled to compensation at their current rate of pay for any earned but unused vacation leave to their

credit at the time of separation.

Employees may elect to cash out up to forty (40) hours of accrued vacation annually in April, so long as two hundred (200) hours of vacation remains in their accrual.

Section 4.

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

Section 5.

Employees shall be allowed time off for vacation at such time as Management determines. Management will respond to vacation requests in a timely manner. Employees' requests for vacation shall not be unreasonably denied. Management and the Union will discuss the scheduling of vacation time in each department on an annual basis.

Section 6.

Employees may take vacation in increments of six (6) minutes. All vacations shall be taken with the prior approval of Management.

Section 7.

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

ARTICLE 23 PAID PERSONAL LEAVE, LONG-TERM SICK LEAVE AND PARENTAL LEAVE

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

Section 1.

Earnings of Paid Personal Leave (PPL) and Long-Term Sick Leave (LTSL)

Employees of the Agency will be credited with Paid Personal Leave earnings and Long-Term Sick Leave earnings in the following manner:

A. Paid Personal Leave (PPL) earnings:

For each employee in active full time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account on January 1 of 2016 and each year thereafter and shall not be accumulated in the long-term sick leave account. Part-time hourly employees shall be credited with PPL on a prorated basis according to actual hours worked in the preceding year or partial year. Part-time salaried employees shall be credited with PPL on a prorated percentage basis. Employees returning from a no pay status or hired after January 1 will receive prorated

PPL credit based prospectively on the percentage of the year in active employment with the Agency; however, newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of six (6) minutes.

B. Long-Term Sick Leave (LTSL) earnings:

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

Section 2.

Usage

A. Paid Personal Leave (PPL) usage:

The annual PPL credit is available for use on the first workday of the year following the observed New Year's Day holiday. PPL is "no fault" leave and may be used for any purpose. When the use of unplanned PPL is necessary, the employee or some member of their immediate family shall notify the immediate supervisor or department office by telephone not later than one-half (1/2) hour after the normal starting time. Unless notification is given no paid leave will be approved except in unusual cases and then only after approval of the immediate supervisor. However, in situations of planned use of PPL, employees are encouraged to submit a notice of leave to their supervisors as soon as possible.

Employees requesting leave due to an FMLA qualifying health event must follow the department's internal notification process and contact Montgomery County's third-party administrator of FMLA no later than the first day of absence.

B. Long-Term Sick Leave (LTSL) usage:

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

1. on the second day and thereafter due to a non-FMLA personal illness/injury, an unplanned intermittent FMLA qualifying health event and/or exposure to contagious disease which could be communicated to other employees;
2. on the second day and thereafter due to an immediate family member's non-FMLA personal illness/injury, or an unplanned intermittent FMLA qualifying health event. "Immediate" family member is defined as spouse, or significant other (one who stands in place of a spouse and who resides with the employee), child, stepchild, child-in-law, foster child, grandchild, parents, step-parents, parents-in-law, grandparents, step-grandparents, grandparents-in-law, siblings, step-siblings, siblings-in-law, guardian, any other person who stands in place of parents, or any person for whom the employee serves as legal guardian or legal custodian. A physician's certification

stating that the employee's presence is necessary to provide care for the ill or injured person is required;

3. on the first day and thereafter for pre-scheduled appointments, treatments and/or procedures related to pre-approved FMLA qualifying health condition (e.g. physical therapy, chemotherapy);
4. on the first day and thereafter for hospitalization of the employee, or an immediate family member. "Hospitalization" (inpatient/outpatient) is defined as admission into a surgery center, hospital, hospice, or residential medical care facility.
5. up to five (5) days for a legal or adoptive parent upon the birth or adoption of a child when not qualified for Paid Parental leave.
6. up to five (5) days due to the death of an immediate family member; and
7. up to two (2) days due to the death of an extended family member, defined as aunts, uncles, nieces, and nephews.

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

When the use of LTSL becomes necessary, the employee or some member of their immediate family shall notify the immediate supervisor or department office by telephone or messenger not later than one-half (1/2) hour after the normal starting time. Unless notification is given no sick leave will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees requesting leave due to a FMLA qualifying health event must follow the department's internal notification process and contact Montgomery County's third-party administrator of FMLA no later than the first day of absence.

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

C. Statement From Health Care Provider

1. If an employee is absent for three (3) or more consecutive calendar days (or other time designated by contract) a physician's statement specifying the employee's inability to report to work and probable date of recovery is necessary.
2. An employee returning from an extended leave due to medical reasons (of thirty (30) days or more), paid or unpaid, shall notify the Employer of their intended return date at least two (2) weeks or more in advance and upon their return must provide a doctor's release

establishing the employee's medical capability to return to work. If there is an indication of abuse of LTSL or if otherwise deemed reasonably necessary because of the nature of the illness or injury or employee job duties, a return-to-work exam may be scheduled at Employer's expense. Employees may be prohibited from returning to work until the return-to-work exam at Employer's cost is performed and the report is provided to the employer. If the Employer is unable to schedule and complete the exam within the two (2) week period after the employee notifies the Employer of their intended return date, any lost pay resulting from a delay in return to work beyond the two (2) week period shall be the responsibility of the Employer.

Section 3.

Conversion/Transfer of Paid Personal Leave and Long-Term Sick Leave

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

Any balance of PPL credit that was earned in a year and remains in the account at the end of the year may either be (a) transferred at 100% value to the employee's Long-Term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. Employees may cash out a maximum of five days (40 hours) of PPL credit each year and the cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than January 31 of the following year in which it was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five (5) days.

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

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

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

B. Long-Term Sick Leave (LTSL) Conversion

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

balance. The maximum amount of sick leave hours which is convertible to cash is 3,000 hours (maximum cash conversion is not to exceed 1,500 hours).

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

Section 4.

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

Section 5

Paid Personal Leave

Union employees will receive Paid Parental Leave on the same basis as BCC Employees.

ARTICLE 24 CATASTROPHIC ILLNESS LEAVE BANK

Union members shall participate in the County's leave donation program.

ARTICLE 25 LEAVE OF ABSENCE

Section 1.

Leave Without Pay

- A. Upon written request, leave without pay for personal reasons, including illness or injury, may be granted upon approval by the Employer for periods not in excess of one hundred eighty (180) calendar days. Time on such leave of absence shall not be counted as time in service for purposes of determining seniority (except as provided in Seniority Article 7), sick leave or vacation rights. The total unpaid leave days shall not exceed one hundred eighty (180) calendar days. Upon return from such leave, the employee will be reinstated in their old classification, or one of equal grade.
- B. Should an employee wish to return before the expiration of their leave without pay, they may do so after giving their immediate supervisor at least fourteen (14) days' notice of their wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, they shall be deemed to be absent without leave, and may be discharged. However, the purpose of their failure to return shall be considered.
- D. If an employee requests leave of absence without pay for medical reasons, they shall submit a doctor's certification stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain

information listed above.

- E. Group health insurance benefits will be continued during an approved leave of absence provided the employee pays the required employee contributions.

Section 2.

Pregnancy

- A. Employee will notify their immediate department manager of their pregnancy as soon as they know that they are pregnant and furnish written confirmation from their physician indicating anticipated date of birth.
- B. With their physician's written approval, they will be permitted and expected to work as long as they are able to perform the regular duties of their position.
- C. If the employee's supervisor determines that the employee is no longer able to perform the regular duties of the position or other duties which the employer needs or desires to have performed, the supervisor will request a statement from the employee's physician concerning the employee's ability to perform their duties and request that the physician declare a specific date for the employee to begin their leave.
- D. During their Pregnancy Leave of Absence, the employee will continue to accrue service credit towards their pension benefits and other benefits which are based on length of service provided the employee remains in active pay status and returns to work at the end of Pregnancy Leave as herein provided.
- E. Upon completion of a maternity leave of absence, the employee will be returned to the classification which they formerly occupied provided they have complied with all the terms of this section.
- F. The starting date of Maternity Leave of Absence shall be provided to Management no later than thirty (30) days prior to the commencement of such leave, except in the case of emergency situations. The employee will be reinstated with full seniority provided the employee has contacted Management within thirty (30) days after delivery and indicates the date they desire to return to work and that the employee returns to work no more than six (6) months after delivery. Employee shall be returned to a position in the same classification.
- G. Should an employee wish to return to work before the expiration of the leave, they may do so by giving the Department head at least fourteen (14) calendar days advance written notice of their wish to return. Maternity Leave shall be without pay unless the employee elects to use accumulated vacation or sick leave for this purpose.

Section 3.

Work-related Injury

- A. An employee shall receive their regular day's pay for the date on which they were injured, when such injury occurred in the performance of their job and when there was no negligence on the part of the employee resulting in their injury.
- B. An employee absent from work because of any service connected occupational illness or injury,

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

- C. It is the responsibility of the injured employee to inform Management of the estimated length of their absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed two (2) weeks following said injury. If an estimation of such absence cannot be made by the treating physician, then the employee is required to report to their immediate supervisor, either by phone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.
- D. If an employee misses work because of a work-related injury, they shall receive wage continuation during the twelve (12) weeks immediately following the injury or until they are physically able to return to work, whichever is earlier. Wage continuation will only be paid for any time period for which the employee would be eligible for workers' compensation benefits. Wage continuation will not be paid unless the Agency has certified the workers' compensation claim or the claim has been allowed by the Industrial Commission of Ohio. An injured employee will reimburse the Agency for any wage continuation payments which are later determined to have been improperly made, for any reason. Payment of wage continuation under this section will be computed on the basis of the employee's base rate of pay. If the employee has not returned to work at the end of the twelve (12) week period, wage continuation will cease and the employee will receive temporary total compensation from the Bureau of Workers' Compensation. The employee may elect to use accrued sick leave in accordance with the Agency's sick leave provisions for any time period for which they are not currently eligible for wage continuation or workers' compensation benefits.

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

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

1. Submit a completed Bureau of Workers' Compensation application form.
 2. Submit a signed medical release.
 3. Submit a completed Montgomery County Employee Injury Report.
 4. Submit proper medical documentation.
 5. Submit a signed Agreement to reimburse the Agency for improperly made wage continuation payments.
- E. The foregoing Section 3-D wage continuation shall remain in effect through March 31, 2019. Thereafter, Section 3-D shall remain in effect so long as wage continuation is provided to non-bargaining unit employees of the Montgomery County Board of County Commissioners. In the event that wage continuation is no longer provided to non-bargaining unit employees, upon thirty (30) days' prior written notice to the Union, Section 3-D will no longer be in effect. The elimination of Section 3-D shall be prospective only, however, and shall not apply to any

employees who are currently on wage continuation.

- F. Any work-related injury is to be reported to Management within twenty-four (24) hours of its occurrence. Management may request a statement from the employee's physician when a leave of absence is requested pursuant to this section. If requested by Management for the purpose of investigating or processing a Workers' Compensation claim, the employee shall give a written release for medical information to the Human Resources Director.
- G. The Employer may require an employee to perform other duties within the limitations of the injury during the period of compensable injury.

Section 4.

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

Section 5.

Educational Leave

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

- A. They declare their intention at the time of application to return to the Employer within nine (9) months from the start of their leave.
- B. They reaffirm this intention in writing every three (3) months from the start of their leave.
- C. They do so return to work.
- D. If education leave is not granted, the reason for the denial shall be furnished to the employee in writing.

Such leave shall be without pay.

Employees who desire to take work related courses shall be granted weekly leave without pay for up to three (3) hours per week, not to exceed seventy-five (75) hours in a calendar year. In addition, the Employer agrees to consider requests from employees pursuing a degree from an accredited college or university to flex their schedules or use Paid Personal Leave or vacation leave, when feasible as determined by management, in order to accommodate the employee's schooling requirements.

Section 6.

Military Leave

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

An employee who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or is a member of another reserve union of the armed forces, or is serving in the United States Air Force, Army, Navy, Coast Guard or Marines should be aware of the following:

- A. A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. An employee may use PPL for this purpose.
- B. Military personnel are entitled to a short-term leave of absence with pay periods not to exceed thirty-one (31) calendar and/or twenty-two (22) working days each calendar year plus up to three (3) travel days if necessary.
- C. If an employee's basic military pay is less than their regular pay for the short-term leave of absence, they may present "satisfactory evidence of the military service performed and the military pay received" to the Auditor's Office and be paid the difference between the County pay and the basic military pay.

If the military pay exceeds the employee's regular pay, they will not be paid their regular County wages for the short-term period they serve.

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

If an employee serves in an "active duty" status for more than twenty-two (22) working days or thirty-one (31) calendar days, they will be considered to be on long-term military leave. The employee on long-term military leave (in excess of thirty-one (31) days) will receive the difference between the service member's gross monthly wage or salary as a county employee and the sum of the employee service member's gross uniform pay and allowances received that month, for a period not to exceed one hundred eighty (180) days, including the short-term leave period.

The employee on long-term military leave will continue to have group health care and life insurance benefits, subject to the insurer's agreement, for a period not to exceed one hundred eighty (180) days. These benefits will be provided on the same basis as provided for other employees in the county group.

After one hundred eighty (180) days, the employee is entitled to COBRA health benefits, on the same basis as any other employee, for up to eighteen (18) months.

Upon return to employment after active service the employee will be entitled to resume all regular employee benefits without the customary new employee waiting period.

- D. If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, they may, through the Human Resources Director, request reemployment with the Employer. The request must be in writing and must be submitted within ninety (90) days of release from active duty. The Employer will then return them to either their former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though they had been actively employed.

Section 7.**Legal Process Section**

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

Section 8.

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

**ARTICLE 26
HOURS OF WORK AND OVERTIME**

Section 1.

The normal workday will be eight (8) hours. The normal work week will be forty (40) hours.

Section 2.

In the event that an employee in the bargaining unit works more than forty (40) hours in a week, the employee will receive overtime pay or compensatory time at the rate of time and one half (1.5) at the employee's option. All hours worked above forty (40) hours in a week require prior supervisory approval. For purposes of computing the overtime pay entitlement, hours charged to sick leave or leave without pay shall not count toward "time worked" in the week.

Section 3.

For overtime pay (i.e. hours beyond forty (40) in a work week which the employee elects to have pay, rather than compensatory time off, paid in the pay period in question), the Employer's total liability for all employees shall not exceed one thousand (1,000) actual hours (1,500 converted hours) per year. In the same manner, individual overtime pay shall be limited to fifty (50) actual hours (75 converted hours) per year.

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

Such overtime pay will be limited by Management and the mode of limitation shall be at Management's discretion.

Section 4.

Employees will be permitted to take compensatory time within six (6) months from the date it was

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

The Employer will pay unused compensatory time earned two (2) times each year. The Employer will calculate compensatory time earned up to the last pay period prior to June 15 and the last pay period prior to December 15, and unused compensatory time will be paid on the first pay check issued in July and the first pay check issued in January of each year.

Section 5.

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

ARTICLE 27 INSURANCE

Section 1.

Eligibility and Coverage

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

Eligible employees may receive an insurance premium waiver by not accepting medical coverage from Montgomery County in accordance with the waiver credit provisions of the Montgomery County Benefits Plan. For information purposes, current premium waivers are in the following amounts:

	Monthly Payment	Annual Payment
Employee Only	\$57.50	\$690.00
Employee plus Children	\$90.00	\$1,080.00
Employee plus Spouse	\$100.00	\$1,200.00
Family	\$120.00	\$1,440.00

Employees may contribute to the Flexible Spending Account, either the Health Care Account or the Dependent Care Account or both, by redirecting a portion of their pre-tax income. Additionally, employees may elect to contribute to a Health Savings Account by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

Employees whose spouse also works for the County and is eligible for medical benefits under the County's plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can select Employee Only, or one can select Employee plus Child or Employee plus Spouse or Family Coverage with the other declining. In all cases any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive the monthly waiver.

Section 2.

Employees who elect healthcare coverage will pay according to the monthly employee contribution as is then set forth in the County's Health Insurance Plan.

Employees may participate in the County's wellness incentive program, if offered to increase contributions to the Health Savings Account for participants in the County (HDHP) Plan. Payroll deductions shall be made on a pre-tax basis in accordance with a schedule established by the County. Should any employee group at Job and Family Services be required to pay less than the amounts stated above, PGO bargaining unit members shall pay the same amount.

Section 3.

The Employer will provide \$50,000.00 of group term life insurance to all employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal and intermittent employees, for the duration of this Agreement in accordance with the Plan. The Employer will pay the entire cost of the group basic life insurance. Additionally, the Employer may provide optional supplemental term insurance which employees may choose to purchase, having the cost thereof deducted from their normal wages through payroll deduction.

Section 4.

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

Section 5.

If the County establishes a Health Care Costs and Benefits Board including representatives of the several unions representing county employees and representatives of the County Commission, the Professionals Guild of Ohio will be invited to send representatives.

ARTICLE 28 MILEAGE AND EXPENSES

Employees shall receive mileage reimbursement for the authorized use of private automobiles on Employer business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by Management, mileage will be reimbursed at the IRS rate. Additionally, the Employer shall pay the reasonable cost of parking when employees are on Employer business.

Some positions may require the use of cellular phones. Employees who are identified as needing to carry cellphones, as determined by management will be provided with a cellular phone to perform job duties.

**ARTICLE 29
WAGES**

Section 1.

- A. Wage Scale – Employees and CWC – During the period from the effective date of this Agreement through March 31, 2026 the Wage Scale ranges for the below listed employees shall be as follows:

WAGE SCALE YEAR 1 – 2023

Year 1				
Job Classification	Pay Grade	Step 1	Minimum	Maximum
Account Clerk 2	PO5	n/a	\$17.27	\$23.31
Account Clerk 3 (CS)	PO6		\$18.75	\$25.31
Benefits Eligibility Specialist	PO7		\$20.52	\$27.70
Child Welfare Caseworker 1	PC1	\$21.01	\$22.11	\$29.85
Child Welfare Caseworker 2	PC2	n/a	\$23.53	\$31.77
Child Welfare Caseworker 3	PC3		\$26.47	\$35.73
Clerk 1	PO2		\$14.11	\$19.05
Clerk 2	PO4		\$16.03	\$21.64
Contract Evaluator/Negotiator	PO8		\$22.59	\$30.49
Cottage Monitor	PO4		\$16.03	\$21.64
Court Review Specialist	PO7		\$20.52	\$27.70
Driver	PO3		\$14.96	\$20.19
Family Assistant	PO5		\$17.27	\$23.31
Family Support Worker/Caseworker 2	PO6		\$18.75	\$25.31
Foster Parent Inquiry Worker	PO6		\$18.75	\$25.31
Nurse Specialist	PO9		\$25.05	\$33.81
Purchasing Specialist	PO5		\$17.27	\$23.31
Records Associate	PO6		\$18.75	\$25.31
Records Information Specialist	PO3		\$14.96	\$20.19
Secretary 1	PO5		\$17.27	\$23.31
Secretary 2	PO6		\$18.75	\$25.31
Social Program Specialist	PO9		\$25.05	\$33.81
2023 Social Program Specialist			\$20.99	\$28.34
Telephone Op.	PO4		\$16.03	\$21.64

WAGE SCALE YEAR 2 – 2024

Year 1				
Job Classification	Pay Grade	Step 1	Minimum	Maximum
Account Clerk 2	PO5	n/a	\$17.79	\$24.01
Account Clerk 3 (CS)	PO6		\$19.31	\$26.07
Benefits Eligibility Specialist	PO7		\$21.14	\$28.54
Child Welfare Caseworker 1	PC1	\$21.64	\$22.77	\$30.75
Child Welfare Caseworker 2	PC2		\$24.24	\$32.72
Child Welfare Caseworker 3	PC3		\$27.26	\$36.80
Clerk 1	PO2		\$14.53	\$19.62

Clerk 2	PO4	n/a	\$16.51	\$22.29
Contract Evaluator/Negotiator	PO8		\$23.27	\$31.41
Cottage Monitor	PO4		\$16.51	\$22.29
Court Review Specialist	PO7		\$21.14	\$28.54
Driver	PO3		\$15.41	\$20.80
Family Assistant	PO5		\$17.79	\$24.01
Family Support Worker/Caseworker 2	PO6		\$19.31	\$26.07
Foster Parent Inquiry Worker	PO6		\$19.31	\$26.07
Nurse Specialist	PO9		\$25.80	\$34.83
Purchasing Specialist	PO5		\$17.79	\$24.01
Records Associate	PO6		\$19.31	\$26.07
Records Information Specialist	PO3		\$15.41	\$20.80
Secretary 1	PO5		\$17.79	\$24.01
Secretary 2	PO6		\$19.31	\$26.07
Social Program Specialist	PO9		\$25.80	\$34.83
2023 Social Program Specialist			\$21.62	\$29.19
Telephone Op.	PO4		\$16.51	\$22.29

WAGE SCALE YEAR 3 – 2025

Year 1				
Job Classification	Pay Grade	Step 1	Minimum	Maximum
Account Clerk 2	PO5	n/a	\$18.32	\$24.73
Account Clerk 3 (CS)	PO6		\$19.89	\$26.86
Benefits Eligibility Specialist	PO7		\$21.77	\$29.39
Child Welfare Caseworker 1	PC1	\$22.29	\$23.46	\$31.67
Child Welfare Caseworker 2	PC2	n/a	\$24.97	\$33.70
Child Welfare Caseworker 3	PC3		\$28.08	\$37.91
Clerk 1	PO2		\$14.97	\$20.21
Clerk 2	PO4		\$17.00	\$22.95
Contract Evaluator/Negotiator	PO8		\$23.96	\$32.35
Cottage Monitor	PO4		\$17.00	\$22.95
Court Review Specialist	PO7		\$21.77	\$29.39
Driver	PO3		\$15.87	\$21.42
Family Assistant	PO5		\$18.32	\$24.73
Family Support Worker/Caseworker 2	PO6		\$19.89	\$26.86
Foster Parent Inquiry Worker	PO6		\$19.89	\$26.86
Nurse Specialist	PO9		\$26.57	\$35.87
Purchasing Specialist	PO5		\$18.32	\$24.73
Records Associate	PO6		\$19.89	\$26.86
Records Information Specialist	PO3		\$15.87	\$21.42
Secretary 1	PO5		\$18.32	\$24.73
Secretary 2	PO6		\$19.89	\$26.86
Social Program Specialist	PO9		\$26.57	\$35.87
2023 Social Program Specialist			\$22.27	\$30.06
Telephone Op.	PO4		\$17.00	\$22.95

Section 2.

Wage Increase

- A. Year 1 – Wage Scale and Employee Increases - Effective April 1, 2023, wage scales shall be moved in the manner indicated in Section 1 above. All eligible employees shall receive a six percent (6%) across the board increase to their payrate, or be moved to the new wage minimum, whichever is greater. Bargaining unit employees who are at the top or above the top of the wage scale shall receive an OPERS eligible lump sum payment of six percent (6%) instead of an increase to their current wage rate.

All employees shall also receive a lump sum of One Thousand (\$1,000.00) Dollars upon ratification of the Agreement.

- B. Year 2 - Employee Increases - Effective April 1, 2024, all eligible employees shall receive a three percent (3%) increase over their current wage rate. Bargaining unit employees who are above the top of the wage scale shall receive an OPERS eligible lump sum payment of three percent (3%) instead of an increase to their current wage rate.
- C. Year 3 - Employee Increases - Effective April 1, 2025, all eligible employees shall receive a three percent (3%) increase over their current wage rate. Bargaining unit employees who are above the top of the wage scale shall receive an OPERS eligible lump sum payment of three percent (3%) instead of an increase to their current wage rate.

The parties agree that the Social Program Specialist position has historically been paid significantly above the market. Future Social Program Specialists shall be paid at the "2023 Social Program Specialist" rates in Section 1.

Section 3

Incentives

Care House Child Welfare Caseworkers

- a. The county in its sole discretion will determine which employees shall be assigned to work at Care House.
- b. The incentive shall be paid to every Care House child welfare caseworker for every hour they actually work at Care House.

Intake and Ongoing Child Welfare Caseworkers

- a. The incentive shall be paid to every child welfare caseworker for every hour they actually work intake and ongoing.

The incentive shall be one dollar (\$1) for every hour worked. No employee shall receive more than one incentive.

Section 4.

New Employees

The rate of pay for individuals as new employees is discretionary with the Employer and is based upon the applicant's (a) experience; (b) education; and (c) previous public service.

Newly hired caseworkers with an Associate Degree who attain their Bachelor's Degree within five (5) years of their date of hire shall be paid at the appropriate child welfare caseworker rate consistent with their experience, and relative Intake and Ongoing experience, if any. Pursuant to the provisions of Ohio Administrative Code (OAC) 5101:2-33-55, an employee hired with an Associate Degree must obtain a bachelor's degree in human services or a related field no later than five (5) years from the date of hire. Failure to obtain the bachelor's degree shall result in separation from employment.

The parties will continue to meet in Labor Management Committee meetings to discuss a transparent means for how pay is determined.

Section 5.

Managers and Supervisors and Union Work

The parties agree that managers and supervisors may perform work typically done by bargaining unit members at the discretion of management and with the agreement of the Union during unusual circumstances.

ARTICLE 30 SAVINGS CLAUSE

If any provision of this agreement is held to be unlawful by a court of law or legislative authority, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, the Ohio General Assembly, or the United States Congress, both parties to the agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision involved. Such negotiations shall not extend beyond a period of thirty (30) calendar days from the date of the first meeting unless both parties mutually agree to an extension.

ARTICLE 31 TUITION REIMBURSEMENT

Section 1.

Union employees will receive tuition reimbursement on the same basis as BCC employees.

Section 2.

Licensure fees for Child Welfare Caseworkers (LSW, LISW, LPC, LPCC, MFT and IMFT) and Nurses (RN) will be reimbursed by the Agency at 100%. Such fees are to be submitted through the tuition reimbursement procedure; the above stated maximum includes licensure fees. Employees will be granted paid time off to take exams required for the above licenses, travel time not included.

ARTICLE 32 AFTER HOURS WORK

Section 1.

After Hours Work and Workers – Scheduling

After Hours Work provisions shall apply to assigned shifts assigned between the following hours: Monday through Friday After Hours staff will begin their shifts at 1:00 p.m. and end their shifts the following day at 8:30 a.m. After Hours staff are required to cover scheduled shifts over weekends and holidays.

Management retains sole discretion and authority to maintain and formulate the schedules for all full-time and part-time After Hours Workers. The service delivery and coverage needs of the program will take priority over any other factors, including seniority in the scheduling process.

While scheduling and assignments are a retained management right under Article 2, as currently structured, "After Hours Work" is performed by part-time Social Program Specialists, part-time Child Welfare Caseworkers and full-time Child Welfare Caseworkers. Collectively these employees are referred to as "After Hours Workers".

The part-time Social Program Specialists work remotely pursuant to JFS policy.

The Child Welfare After Hours Caseworkers work both at their offices at the Haines Center and remotely pursuant to JFS policy and "on call". Child Welfare After Hours Caseworkers will work in the field as assigned.

Section 2.

Shift Assignments

After Hours Work applies to the shift assignments for After Hours Workers and is currently structured as follows:

A. Social Program Specialist (Part-Time)

1. Each Social Program Specialist is assigned to cover one or more nine (9) Hour Shifts that run from 11:30 p.m. through 8:30 a.m. on weekdays.
2. These Social Program Specialists handle calls and coordinate the assignment of Child Welfare After Hours Caseworkers to effect removals of children from households and placement with relatives or in temporary foster care households.

The Social Program Specialists are also responsible for other duties within their classification that may be assigned during their assigned shift.

3. The Social Program Specialist is paid nine (9) hours pay for their regular assigned shift. *
4. On weekends, one Social Program Specialist is assigned to cover one or more eight and one-half (8.5) hour shifts that run from 11:30 p.m. through 8:30 a.m. This work is done remotely pursuant to JFS Policy. Another Social Program Specialist is assigned to cover one or more eight (8) hour shifts that run from 4:00 p.m. through 12:00 a.m. (midnight). This work is done

remotely pursuant to JFS Policy. Depending upon their assignment, the Social Program Specialist is paid eight (8) or nine (9) hours pay for their regular assigned shift.

B. Child Welfare After Hours Caseworkers (Part-Time)

1. One After Hours caseworker (part-time) is assigned to cover one six (6) hour shift that runs from 4:00 p.m. through 10:00 p.m. with no meal break during the week. During the week this part-time After Hours Caseworker receives call outs from the After Hours Supervisor and in coordination with the Administrator on-call effects removals of children when necessary. This After Hours Caseworker will continue with emergency cases that go beyond two (2) hours after the end of their scheduled workday unless otherwise directed by management. These After Hours Caseworkers will be expected to perform other duties within their classification that may be assigned during this shift.
2. Additionally, part-time After Hours Caseworkers will be assigned to cover shifts on the weekends. One part-time After Hours Worker will be assigned to cover 8 a.m.-5 p.m. with one (1) hour unpaid meal break, another part-time After Hours Caseworker will be assigned to cover another 8 a.m.-5 p.m. shift with a one (1) hour unpaid meal break, and a third part-time After Hours Caseworker will be assigned to cover 11 a.m.-8 p.m. with a one (1) hour unpaid meal break. Additional variations in these shifts will be agreed upon by management and the employee.

*Part-time After Hours Workers will be scheduled between twenty-two (22) and thirty (30) hours per week. Part-time After Hours workers may volunteer to work additional hours, over thirty (30), with management approval.

C. Child Welfare Caseworker – (Full Time)

1. Each Child Welfare Caseworker (Full Time) is assigned to work a combination of shifts, both weekend and weekdays. These shifts would be from 1pm-12am, 4 days a week, to total forty (40) hours, with one (1) hour unpaid meal break during each shift. The Child Welfare Caseworker answers phone calls and is also responsible for other duties as assigned during their regular shifts.
 2. The full time Child Welfare Caseworker will not be assigned to cover more than one (1) shift per weekend unless agreed upon between management and employee.
- D. Employees working on weekends will take phone calls, complete SACWIS assessments, SACWIS notes, perform removals and placements as necessary, respond to emergencies and "initiate" cases by going out into the field on weekends to make face-to-face contact as needed with children and families. As well as all other duties as assigned.

Section 3

Assignment to After Hours Work

Any open shift or assignment (including on-call assignments) on the After Hours Rapid Response schedule will be offered to bargaining unit members who have completed agency-designated training prior to offering it to non-bargaining unit employees.

Coverage between 12:00 a.m. and 8:00 a.m. will be offered to part-time After Hours Child Welfare Caseworkers

An After Hours Child Welfare Caseworker can volunteer to work additional shifts, however, no more than twelve (12) hours straight. Management approval can be given on a case-by-case basis for those situations requiring a longer than twelve (12) hour work period when the worker is also willing, able and in agreement. The employee will still be responsible for working their regular scheduled shifts.

If insufficient part-time employees sign up to provide coverage between 12:00 a.m. and 8:00 a.m., the open assignments will be offered to other full and part-time employees on other shifts capable of performing the work.

Any employee covering an on-call crisis shift will be paid four (4) hours pay for being on-call during their assigned shift. If called out on an emergency, the employee will be paid six (6) hours for the time spent on the emergency, or actual time spent on the assignment, whichever is greater.

The Rapid Response Manager will annually solicit volunteers as substitutes to cover open After Hours shifts and assignments and train those volunteers as needed.

Section 4.

Shift Differential

Shift differential for part-time and full-time After Hours Workers will be \$0.60 (60 cents) per hour for all shifts worked or paid on call from 5:00 p.m. to 8:00 a.m. and all shifts worked on weekends. Weekends as defined in this Agreement unless otherwise provided shall be from 5:00 p.m. on Friday until 8:00 a.m. on Monday.

An After Hours Child Welfare Caseworker who actually handles placement "location" (rather than just placement "implementation") during their assigned shift will receive a four percent (4%) increase to their regular hourly rate for hours worked specifically handling the placement "location" during that shift. The After Hours employee is responsible for completing the designated form and reporting this information to their supervisor.

Section 5.

Modification to Schedules

Any modification to schedules of After Hours Workers shall be presented to the Union for discussion at least thirty (30) days prior to implementation. While scheduling and work assignments are a retained management right, any new schedule will maintain shift differential wage requirements, the payment requirement of at least four (4) hours pay for being "on call" and a minimum of six (6) hours pay for "call-outs" as well as prohibition against "split shifts".

Section 6.

Miscellaneous

- A. Agency vehicles may be used for emergency removals of sibling groups of three (3) or more children.

- B. Child Welfare Caseworkers will not be assigned any work that falls outside the duties of the Child Welfare Caseworker classification but shall be responsible for locating and implementing placements during their assigned shifts unless placement location is being handled by the Social Program Specialist.
- C. Child Welfare Caseworkers shall have their regular caseload reasonably adjusted while they are assigned to After Hours Work but will be expected to carry their assigned cases to closure.
- D. Day emergencies after 4:00 p.m. will be handled by After Hours employees. Additionally, After Hours employees will relieve non-After Hours caseworkers when their emergencies go beyond two (2) hours after the end of their scheduled workday unless otherwise directed by Management.
- E. Child Welfare Caseworkers shall not be assigned to a schedule that includes a "split shift" within a consecutive twenty-four (24) Hour period, unless agreed upon by management and the employee.
- F. Child Welfare Caseworkers will work remotely pursuant to JFS policy on holidays. If a worker is assigned to work the holiday, they will get paid for the scheduled work and the holiday. Workers assigned to work on a holiday, who do not work, must use leave and will not be paid for the holiday if they do not work the assigned holiday shift.
- G. Employees assigned on a full or part-time basis may be required to perform a removal during their scheduled shift. In the event that Child Welfare Caseworker assigned to After Hours Work is scheduled to end their shift on or before midnight, and that employee performs a removal that extends beyond 10:00 p.m., the employee will be relieved from other unrelated duties on their scheduled shift on the following day provided the employee is handling filing, family planning conference, and shelter care hearing related to that removal.

If a call-out assignment goes one (1) hour past midnight, upon request the second shift worker will be relieved by a third-shift crisis worker. In the event a removal occurs after 11:30 p.m., Management will send a third-shift crisis worker to relieve the second shift worker by 1:30 a.m., if possible.
- H. After-hours Child Welfare Caseworkers will not be expected to hold a first shift "in office" day or come in on first shift except to attend court hearings, filings, family planning conferences, trainings and department meetings and "All Staff" meetings. The monthly Rapid Response Department meetings will be scheduled to begin at 3:00 p.m. to accommodate second shift After Hours staff.
- I. Assignment changes must be approved by the supervisor or manager. Part-time After Hours Child Welfare Caseworker will be required to take leave unless they provide appropriate coverage as approved by the supervisor forty-eight (48) hours prior to the scheduled shift. If coverage is provided, the After Hours Child Welfare Caseworker will not be required to use leave time. This provision does not apply to work scheduled on holidays.

ARTICLE 33
DURATION OF CONTRACT

Section 1.

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

Section 2.

If either party desires to modify, amend, or terminate this Agreement, it shall file a Notice to Negotiate no earlier than ninety (90) calendar days prior to the expiration date and no later than eighty (80) days prior to the expiration date of this Agreement. Such notice shall be filed electronically with the other party with a copy to the State Employment Relations Board. The parties shall commence negotiations within ten (10) calendar days upon receiving notice of intent to modify or amend this Agreement unless the time period is mutually waived by the parties.

Section 3.

This Agreement shall become effective April 1, 2023, and shall remain in full force and effect for the covered employees until March 31, 2026.

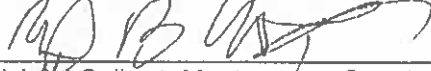
IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS THIS 9th DAY OF MAY, 2023.


BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO


Judy Dodge, Commissioner



Deborah A. Lieberman, Commissioner



Carolyn Rice, Commissioner


Michael Colbert, Montgomery County
Administrator


Gayle (Buddy) Berry, Montgomery County
Human Resources Director



Michelle Niedermier, JFS Director


Craig Rickett, CSD Associate Director



Stephanie Marshall, Montgomery County
Human Resources Assistant Director



Cassandra Martinez, Montgomery County
Labor & Employee Relations Manager


Julie White, Children Services Division,
Human Resources Manager


Ruth Todd, Montgomery County
JFS Human Resources Manager


April Davis, Montgomery County
HR Business Partner


Jennie Cole, JFS Deputy Assistant Director



Monica Burton, Child Welfare Caseworker
Manager


Kamesha Johnson, Child Welfare
Caseworker Manager

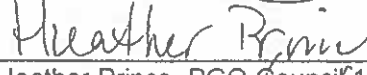
PROFESSIONALS GUILD OF OHIO


Steve Kowalik, PGO Executive Director


Douglas Montgomery, PGO Council 12, President

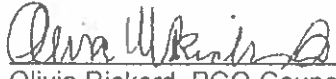

Cathleen Johnson, PGO Council 12, Vice President



Kellie Hamilton, PGO Council 12, Secretary

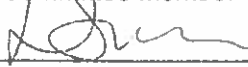

Heather Prince, PGO Council 12, Treasurer


Clarissa Gresham, PGO Council 12, Bargaining
Committee Member


Dawn Locke, PGO Council 12, Bargaining,
Committee Member


Olivia Rickard, PGO Council 12, Bargaining
Committee Member


Tammy Smith, PGO Council 12, Bargaining
Committee Member


Leslie Solomon, PGO Council 12, Bargaining
Committee Member