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AN AGREEMENT

by and between

SUMMIT COUNTY CHILDREN SERVICES

and

**THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL #4546, AFL-CIO**

**Effective: January 1, 2021
Expires: December 31, 2023**

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ARTICLE 101 AGREEMENT

Section 101.01 This Agreement is made and entered into by and between Summit County Children Services (SCCS), hereinafter referred to as the “Employer”, and the Communications Workers of America (CWA), AFL-CIO, hereinafter referred to as the “Union”. The term employee or employees where used herein refers to all employees in the Bargaining Unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of wages, terms, and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

Section 101.02 The parties agree that Letters of Understandings are considered to be incorporated into the Collective Bargaining Agreement and are hereby made a part thereof: Attendance at Workshops; Seasonal Toy Room; Clerical Specialists Lateral Transfer; SACWIS Subject Matter Expert (SME) and Caseworker classifications; RE: Section 102.01 and 102.03; RE: Section 302.12; RE: Groundskeeper Promotion; RE: Medical Clinic Beeper; and RE: Fair Share Fee.

ARTICLE 102 RECOGNITION

Section 102.01 The Employer recognizes and acknowledges the Union as the certified exclusive bargaining representative of the probationary and non-probationary full-time, part-time, intermittent, absentee replacement, temporary, special project, and grant-funded employees in the following classifications, which shall comprise the Bargaining Unit, except certain positions excluded under Section 103.01:

- Account Specialist
- Administrative Assistant II
- Adoption Subsidy Specialist
- Carpenter/ Maintenance Worker
- Child Welfare Caseworker (Bachelor’s Degree)
- Child Welfare Caseworker (Master’s Degree)
- Clerical Specialist
- Clerical Specialist - Front Desk (Days)
- Clerical Specialist - Front Desk (Evenings)
- Clerical Specialist - Mailroom/Callboard Operator
- Clerical Specialist - Medical
- Computer Programmer
- Family Team Unit Scheduler
- Financial Eligibility Specialist
- Legal Support Specialist
- Paralegal
- PC Training Coordinator
- PC/Network Technician I
- PC/Network Technician II

Quality Improvement Support Specialist
Records Management Specialist
SACWIS Subject Matter Expert (SME)
Social Worker Assistant (SWA)/ Social Service Aide (SSA)
START Grant Family Peer Mentor
Toy Room Storekeeper (Seasonal)
Toy Room Support Specialist (Seasonal)
Visitation Scheduler/Receptionist

Section 102.02 All classifications occupied at the time of the execution of this Agreement, not specifically established herein as included in the Bargaining Unit, shall be excluded from the Bargaining Unit, except certain positions excluded under Section 103.01.

Section 102.03 The Employer will advise the Union President of any proposed new classification title and the responsibilities of said classification (job description), and agrees to meet and confer with the Union regarding inclusion of any such new classification in the Bargaining Unit prior to implementation of such new classification. If the Union and the Employer agree that such new classification should be placed in the Bargaining Unit, the salary scale that the new classification will be placed on shall be determined by mutual agreement between the parties prior to implementation of the new classification. If the Union and the Employer are unable to agree whether said classification shall be included in the Bargaining Unit, the parties agree that a joint petition will then be filed by the parties with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification shall be included in the Bargaining Unit. The parties will attach to said petition a joint letter asking SERB to make the determination. Said petition and letter will be submitted to SERB within ten (10) days from the date the parties agree that a SERB determination is necessary. Pending the SERB ruling, the Employer may implement the new classification and said classification will, for all purposes, be treated as being outside the Bargaining Unit unless and until SERB determines that it should be included in the Bargaining Unit. If SERB determines that said classification should be placed in the Bargaining Unit, the salary scale that the new classification will be placed on shall be determined by mutual agreement between the parties.

This Section shall also apply to new classifications created as the result of job audit.

ARTICLE 103 DEFINITIONS

Section 103.01 The following terms shall have the meaning indicated, as used in this Agreement:

- A. "Bargaining Unit" means a single unit composed of the individual employees established and identified as being included in the Bargaining Unit pursuant to Article 102 of this Agreement.
- B. "Employer" means Summit County Children Services, the Executive Director, the Managers and Supervisors, and where appropriate herein, refers to any duly authorized Employer representative.
- C. "Confidential Employee" means any employee who works in the Department of Human Resources of the Employer and deals with information to be used by the Employer in the collective bargaining; or any employee who works in a close, continuing relationship with public officers or representatives directly participating in collective bargaining on behalf of the Employer. The following positions are defined as being Confidential Employees and are excluded from the Bargaining Unit: 1) two (2) Executive Administrative Assistants to the Executive Director; 2) one (1) Administrative Assistant or Coordinator II each to the Division Directors of Social Services, Fiscal Services, Human Resources & Support Services, Administrative and Legal Services; 3) one (1) Administrative Assistant each to the Department Directors of Community Relations, Client Rights & Quality Improvement, Professional Development & Training, Protective Services, Protective Specialized Services, Intake Services, Intake Screening & Supports, Placement Services, and Social Service Programs; 4) HR Specialists; 5) Quality Improvement Coordinator; 6) Security Officer; 7) no more than three (3) Training Coordinators, and 8) Network Administrator. Exclusion from the Bargaining Unit will be restricted to the positions in existence at the time of signing this Agreement.
- D. "Day" means calendar days unless expressly stated otherwise.
- E. "Union" means the Communications Workers of America, AFL-CIO, or such other employee organization which has been certified by the State Employment Relations Board (SERB) as the exclusive bargaining representative of the employees in the Bargaining Unit. The duly authorized representative of the Union shall be the Local President or his/her/their representative as designated in writing.
- F. "Supervisor" means any individual who has authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- G. "Management Level Employee" means an individual who formulates policy on behalf of the Employer, who reasonably directs the implementation of policy, or who may reasonably be required, on

behalf of the Employer, to assist in the preparation for the conduct of collective negotiations, administering collectively negotiated agreements or have a major role in Personnel administration. The following positions are defined as being Management Level Positions and are excluded from the Bargaining Unit: 1) Executive Director; 2) Directors of the Divisions of Social Services, Fiscal Services, Human Resources & Support Services, and Administrative and Legal Services; 3) Department Directors of Community Relations, Professional Development & Training, Client Rights & Quality Improvement, Intake Services, Intake Screening & Supports, Protective Services, Protective Specialized Services, Placement Services, Social Service Programs, Information Technology, Fiscal Services, and Facilities Management; 4) Contract Administration and Risk Management; 5) Client Rights Officer; and 6) Legal Counsel.

- H. All employees shall be categorized into one (1) of the following definitions of employee status:
1. **Full-Time Employee:** An employee whose regular hours of duty total forty (40) hours per week.
 2. **Part-Time Employee:** An employee who has a regular schedule and whose hours total twenty-four (24) hours or less per week.
 3. **Intermittent Employee:** An employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is not predictable, and whose hours do not exceed twenty-four (24) hours per week and are generally less than one thousand (1,000) hours per year. The purpose of Intermittent employees is to replace regular but absent employees.
 4. **Absentee Replacement:** An employee whose regular hours of duty total forty (40) hours per week and is employed for a limited and specific period replacing a regular, but absent employee who is scheduled to be absent over thirty (30) days.
 5. **Temporary Status:** Bargaining Unit employees shall be placed on Temporary Status to replace regular, but absent, employees. Bargaining Unit employees shall not be placed on Temporary Status for less than five (5) nor more than thirty (30) consecutive calendar days, nor more than ninety (90) working days per calendar year, unless no eligible employee accepts the assignment. Bargaining Unit employees on Temporary Status shall not be offered overtime except in emergency situations and are excluded from the provisions of Section 601.07. Requests for information on Employee Status Forms shall be provided to the Union President. Eligible employee is defined as an employee who has not worked on Temporary Status for ninety

(90) days in that year. Eligible employees shall be scheduled in rotation with every effort made to equalize the temporary full-time opportunities for all eligible employees.

6. **Temporary Employee:** An employee who is hired for a specific period of time not to exceed ninety (90) days for the purpose of temporarily supplementing Social Services staff in unforeseen situations.
7. **Grant-Funded Employee:** An employee whose salary and benefits are dependent upon Grant Funds.
8. **Special Funded Positions:** Those positions partially funded by SCCS and one (1) or more other agencies. Although employed by SCCS, employees occupying these positions are often directed by and sometimes located at other community facilities. Special Funded Positions that are filled by SCCS employed Bargaining Unit staff immediately prior to accepting a Special Funded Position will not be exempt from the Bargaining Unit.

Current and future employees employed in Special Funded Positions shall return to existing, vacant Bargaining Unit positions when and/or if their Special Funded Position ceases to exist.

Special Funded Positions shall be advertised in the agency when positions are available.

9. **Special Project Assignment:** An Intermittent employee who is placed on full-time status for the purpose of completing a special project. Special Project Assignments are limited to ninety (90) consecutive days and no more than ninety (90) days per calendar year. In the event that none of the Intermittents accept the assignment, the Employer may elect to hire from outside for the project; however, those employees shall be treated as non-employees for the purposes of Article 403 and their bids will only be considered if there are no internal bidders. The Union President shall be notified of each Special Project Assignment. Such notification shall include the name(s) of the employee(s) assigned, the nature of the assignment, and the anticipated duration of the assignment for each.
10. **Seasonal Full-Time Groundskeeper I:** (This status may be used only for the Groundskeeper I classification.) An employee in the Groundskeeper I classification whose regular hours of duty total forty (40) hours per week and who works a limited and specific regular season or period of the year (May through October), not to exceed 180 days per year, performing some work or activity limited to that season or period of the year. Groundskeeper I Seasonal Full-Time assignments shall be

limited to one (1) position. Employees who serve in this capacity shall maintain recall rights from year to year (conditioned upon the absence of any Group Three (3) corrective actions received in accordance with Article 404 by the employee during the previous Seasonal assignment), or until such time that they voluntarily leave the Employer, or become regular full-time employees. In addition, intermittent employees assigned to the Seasonal Full-Time Groundskeeper I status from other classifications shall continue to receive the rate of pay for their regular Groundskeeper I classification.

11. **“Floaters”** serve as back-up staff in order to assure continuous coverage and/or meet security needs and who function as follows:
 1. Serve as back-up staff where needed to support regular staff;
 2. Fill in, in emergency situations;
 3. May be called to work overtime while off duty;
 4. Assisting staff with work responsibilities.

ARTICLE 104 DUES CHECKOFF

Section 104.01 The Employer will deduct, during the life of this Agreement, monthly Union membership dues from the wages of members in the Bargaining Unit provided that at the time of such deduction there is in the possession of the Employer a voluntary written individual order thereof from any of said employees. (Appendix A)

Section 104.02 Previously signed and unrevoked written authorization shall continue to be effective for current employees and for reinstated employees. The previously signed dues check off card for past employees who are rehired shall automatically be renewed effective upon hire, and the Employer shall notify the employee of the renewal.

Section 104.03 The Employer will deduct current uniform dues from the pay of employees in the Bargaining Unit from the first pay period in the calendar month.

Section 104.04 The Union shall fully reimburse the Employer for all costs arising from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 104.05 All sums deducted by the Employer shall be remitted to the Central Office of the Union at its current address not later than the 25th day of the calendar month in which such deductions are made, except

that the Employer shall not be held responsible for conditions in the offices of the County Fiscal Officer which cause delay.

Section 104.06 The Employer's obligation to make deductions shall terminate automatically upon timely receipt of written revocation of authorization or upon termination of employment, or transfer to a job classification outside the Bargaining Unit. The Employer shall send one (1) copy of written revocation of written authorizations to the Union President within ten (10) days of receipt.

Section 104.07 The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 104.08 In the event the Union requests that the Employer deduct monies in excess of the amount as of the date of execution of this Agreement, such requests shall be effective only upon written assurance by the Union that the additional amounts have been authorized pursuant to and under the Union's constitution; provided that, in the event a new written authorization from the employee is necessary by the Union, such authorization will be secured by the Union and presented to the Employer prior to the deduction of newly certified amounts.

ARTICLE 106 NO-STRIKE PLEDGE

Section 106.01 No Bargaining Unit employee shall strike during the term or extended term of a Collective Bargaining Agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

The term "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, or other conditions of employment.

Section 106.02 Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

ARTICLE 107 NO LOCK-OUT PLEDGE

Section 107.01 The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lock-out of members of the Union.

ARTICLE 108 NON-DISCRIMINATION

Section 108.01 No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, gender identity, sexual orientation, marital status, employee organization, or political affiliation, age, disability, ancestry, veteran status or military status, pregnancy, genetic information, taking a legally protected leave of absence, such as family and medical leave, or workers' compensation, or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable Federal, State and local laws and executive orders regarding these matters.

Section 108.02 The Employer recognizes the right of all employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of any lawful activity in an official capacity on behalf of the Union, nor will the Union practice discrimination, coercion, or interference against any employee choosing not to join the Union.

ARTICLE 109 MANAGEMENT RIGHTS

Section 109.01 The Union shall recognize the right and the authority of the Employer to administer the business of the Employer, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the Employer, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not be limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees;
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
3. To determine the Employer's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
4. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;
5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To determine the Employer budget and uses thereof;
9. To require employees to submit to examination by a physician in accordance with the rules and regulations of the Ohio Department of Job and Family Services or other regulatory agencies;
10. To maintain the security of records and other pertinent information;
11. To determine and implement necessary actions in emergency situations.

Section 109.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

Section 109.03 Nothing in this Article shall be interpreted as a waiver by the Union or employees of their right to question or challenge the legality of any exercise by the Employer of its rights before a process of third-party adjudication or courts of competent jurisdiction. Nothing in this Section shall prohibit the employees from filing a grievance under Article 504 (Grievance Procedure) for alleged violations of other provisions of this Agreement.

ARTICLE 110 SENIORITY AND LAYOFF

Section 110.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or other reasons similar to the foregoing, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth. When the Employer determines it necessary to abolish a job position, it shall advise the employee of such abolishment.

Section 110.02 When the Employer determines a layoff is necessary, employees within affected job classifications shall be laid off according to their relative seniority with the least senior being laid off first, provided that all temporary, probationary, intermittent and part-time employees within the affected job classification are laid off first in the above respective order. Full-time employees will not be required to displace (bump) into or fill a vacancy in less than a full-time classification.

Section 110.03 Seniority is defined as the length of continuous employment with the Employer as computed from the employee's most recent date of hire. In the event two (2) employees have the same date of

hire, their order of seniority will be determined by their social security number with the lowest number receiving the greatest seniority. "Date of hire" shall be the first paid workday for all employees.

Section 110.04 Any medical leaves and approved educational leaves of less than twelve (12) months, any military leaves of less than five (5) years, and any paid leaves, shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the employee for the purpose of seniority and seniority based benefits.

Section 110.05 Within thirty (30) days after the execution of this Agreement, the Employer will provide a seniority roster for all employees covered by this Agreement. Employees shall have fourteen (14) days within which to appeal their proposed seniority date of hire. Absent any appeal by the employee(s), the seniority date shall be final.

Section 110.06 Employees who are notified of a job position abolishment/layoff may displace (bump) another employee with the least seniority in their job classification unless there is a vacancy in their classification. Any employees (position abolished or laid off) who are unable to displace (bump) another employee within their classification may displace (bump) another employee with the least seniority in a lower rated job classification within the layoff series. (Set forth in Appendix E, attached hereto). When more than one (1) employee is bumping the least senior employee within the same classification, such bumping shall be offered in order of the employee's relative seniority with the choice offered to the most senior employee.

Section 110.07 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with the least seniority in a lower rated job classification within the lay-off series, unless there is a vacant position existing in the lower rated job classification where the employee must fill such vacant position.

Section 110.08 In all cases where one (1) employee is exercising his/her/their seniority to displace (bump) another employee, his/her/their right to displace (bump) into another job classification is subject to the conditions that he/she/they is/are qualified for the position and able to perform the functions and duties of the position to which he/she/they is/are attempting to displace (bump) into. During the bumping process, employees will be considered qualified for any classification they occupy at the time of layoff.

Section 110.09 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off. The Employer may, at its sole discretion, offer such employee a vacant position in another layoff series.

Section 110.10 Employee(s) who are laid off shall have the option of being directly laid off by the Employer or of displacing (bumping) another employee pursuant to the above provisions.

Section 110.11 Recalls shall be in the inverse order of lay-off and laid off employees shall retain their right to recall to the job classification from which they were laid off or to a lower rated job classification within their layoff series, for twelve (12) months from the date of lay-off. Employees who are recalled during the recall period shall be treated as reinstated employees rather than a new employee and shall not be subject to drug testing when recalled.

Section 110.12 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her/their position and forfeits all rights to employment with the Employer.

Section 110.13 Employee(s) scheduled for lay-off shall be given a minimum of twenty-one (21) days advance notice of lay-off.

ARTICLE 201 UNION RIGHTS

Section 201.01 The Employer agrees to furnish the Union President a monthly list of personnel transactions, which involves additions to, changes or deletions from the Bargaining Unit. The Employer will include in the list the newly hired employees and their classification and status, employees completing their probationary period and employees promoted or transferred into or out of the Bargaining Unit. Deletions from the Bargaining Unit shall be explained, i.e., resignation, termination, retirement, layoff, etc. The list will also include those Bargaining Unit employees whose classification is being changed and the reason for the change. The list will also show the names and the effective dates of the transactions.

The monthly list shall be submitted to the Union President no later than ten (10) days following the Board approval of the transactions.

The Employer will provide a list of all Bargaining Unit Intermittent or Part-Time employees, who are placed on temporary full-time status or temporary part-time status, including the beginning and ending dates of the individual assignments. This list will be provided on a monthly basis and will identify all such assignments reported to the Department of Human Resources during the preceding month.

The Employer shall provide to the Union President the minutes of the monthly meetings of the Summit County Children Services Board of Trustees, minutes of all Summit County Children Services Board committee meetings, and copies of all Board resolutions in a timely

manner. Any minutes of executive session meetings or other meetings not subject to public disclosure shall not be provided to the Union.

The Employer shall provide the Union with the Employer's current Table of Organization. Also, the Employer will notify the Union of any changes to the Employer's Table of Organization in a timely manner.

The Employer shall provide the Union with address and phone number changes for Bargaining Unit employees on a monthly basis.

The Employer shall notify the Union of all students who have an academic assignment with the Employer. Said notification shall include the student's name, the name of the person overseeing the student, the unit they are assigned to, and the beginning and ending dates of the assignment. For the purposes of this section, student is defined as any person who has an academic assignment with the Employer whether an employee or a non-employee.

Should the Employer place a Bargaining Unit employee on administrative leave, the Employer shall notify the Union prior to the employee being placed on leave and said employee shall have the right to have a Union representative present.

Section 201.02 Elected Union delegates or alternates to the President's conference and annual convention of the Union shall be granted time off without pay to participate in such meetings. Such time off shall be granted to no more than ten (10) members and shall not exceed three (3) days per calendar year for each employee subject to the Employer's need to maintain coverage on that job and adequate notice having been given to enable the Employer to effect coverage.

Section 201.03 The Union shall be permitted the use of the Employer's copier for Labor/Management materials at no charge. If the Union requests the use of a copier for internal Union affairs, the Union shall pay the applicable rate for use of the Employer's copier. Requests to use the copier for internal Union matters must be made to the Director of Human Resources and payment made to the Fiscal Services Department. The Employer will make available, as requested, at least five (5) copies of any materials provided to the Union.

Section 201.04 The Union President or his/her/their designee shall be entitled to a maximum of twenty (20) hours per month non-accumulative release time away from the employee's normal work time in order to perform the responsibilities of the Union President function. Duties performed by the Union President or his/her/their designee shall be performed in the Union office, whenever feasible. The accounting of such time shall be recorded on Steward Time Forms.

Section 201.05 The Employer shall provide a lockable office, with keys maintained by the President located in the main building at 264 S.

Arlington Street, in which Union business may be conducted in private. Said office shall be located in room 1-C-151. In such office, the Employer will provide a lockable filing cabinet, one desk, five chairs and a work table for the exclusive use of the Union officials. The Employer will also provide a telephone in such office for the exclusive use of the Union with all monthly billing and maintenance charges to be borne by the Employer, except for long distance calls, which shall be borne by the Union. A room identification sign shall be placed on the door of such office, the cost of which shall be borne by the Union. Except in the case of emergencies, non-Bargaining Unit individuals shall not enter the Union office without the presence of a Union representative.

Section 201.06 Within thirty (30) days of the execution of this Agreement, the Union President shall be given a copy of all current Bargaining Unit job descriptions. If a job description should be changed during the term of this Agreement, the changed job description shall be dated and a copy submitted to the Union President within seven (7) days of the effective date of the change.

Section 201.07 A Union Officer and/or one other designee shall be released from normal work duties, without loss of benefits or seniority, and without pay, for the purpose of attending training or CWA National, District and Public Employee conferences. The total time used under this Section shall not exceed fifteen (15) work days per calendar year.

ARTICLE 202 NON-EMPLOYEE VISITATIONS

Section 202.01 The Employer agrees that accredited non-employee representatives of the Union shall be admitted to the premises of the Employer upon verbal notification to either the Director of Human Resources or the Employer's General Counsel. Such visitations shall be limited to attendance at Labor/Management Meetings as outlined in Article 501 and as authorized by the Grievance Procedure as outlined in Article 504.

Section 202.02 In addition, the Employer agrees that accredited non-employee representatives of the Union may be admitted to the premises of the Employer at any time with written notification to the Director of Human Resources or his/her/their designated representative, twenty-four (24) hours in advance.

Section 202.03 The number of accredited non-employee representatives during any one (1) visit to the premises of the Employer shall be limited to a maximum of two (2). Non-employee visitation forms shall be provided to the President of the Union or his/her/their representative.

ARTICLE 203 INFORMING EMPLOYEES

Section 203.01 Upon the execution of this Agreement, the Employer and the Union will inform present employees that negotiations have been

concluded on the Agreement. The notice to the employees will include a location where copies of the Agreement are available.

Section 203.02 The Employer will publish copies of this Agreement in booklet form and will distribute them to each present and future Bargaining Unit employee. The Employer agrees to have said booklets printed at a local unionized print shop and both parties shall share the costs equally.

Section 203.03 The Union may distribute literature to new employees of the Bargaining Unit by means of the intra-agency mail system. The contents of such material may contain materials describing CWA, identifying its official representatives and a membership application. Additionally, the Union may distribute the Union newsletter and notices of meetings to all Bargaining Unit employees by means of the intra-agency mail system. Notices of membership meetings may be distributed through Employer e-mail with a copy to the Director of Human Resources. The Union may also utilize the Employer e-mail system for items listed in Section 204.01. It is agreed and understood that the transfer of Union newsletters and meeting notices through the intra-agency mail system shall be by distribution to the unit mail boxes. In addition, the Union will provide one (1) copy of the Union newsletter to the Director of Human Resources.

Section 203.04 It is understood that no material may be distributed through the intra-agency mail system and/or e-mail at any time which contains the following:

- A. Scandalous or scurrilous attacks upon the Employer or an individual employee of the Employer.
- B. Attacks on and/or favorable comments regarding a candidate for public office or any partisan political issue.

Any allegations of Union abuse of the intra-agency mail system shall be subject to discussion at a Labor/Management Meeting, such meeting to be convened within twenty-four (24) hours of the Union's receiving notice of the alleged abuse. The Employer shall require the Union to discontinue circulation of the material in dispute until resolution is reached.

ARTICLE 204 BULLETIN BOARDS

Section 204.01 The Employer shall furnish space on any and all existing and future Employer bulletin boards which are intended for Bargaining Unit employee use for use by the Union, not to exceed an area the dimensions of which are 24" by 36" for posting the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.

- D. Reports of Union Committees.
- E. Rulings or policies of the State or District organization. Any additional Union material to be posted must bear the official stamp of the Union.

A list of bulletin boards intended for special purposes and not intended for Bargaining Unit use will be given to the Union President. Should additional bulletin boards be added for special purposes, the Union President will be notified. Special purpose bulletin boards will not replace any existing bulletin boards.

Section 204.02 The Union shall furnish a copy of all information posted by it on an Employer bulletin board to the Director of Human Resources. It is understood that no material may be posted on the bulletin board at any time which contains the following:

- A. Scandalous or scurrilous attacks upon the Employer or an individual employee of the Employer;
- B. Attacks on and/or favorable comments regarding a candidate for public office or any partisan political issue.

Any allegations of Union abuse of said bulletin board shall be subject to discussion at a Labor/Management Meeting, such meeting to be convened within twenty-four (24) hours of the Union's receiving notice of the alleged abuse. The Employer shall require the Union to remove the material in dispute until resolution is reached.

Section 204.03 Each posting shall be signed and dated by the Union official responsible for its posting. The Union may report and request removal of non-Union postings from space on bulletin boards designated for Union postings in accordance with Section 204.01 at a Labor/Management Meeting.

Section 204.04 It is the Union's intent that postings which have served their purpose will be promptly removed.

Section 204.05 It is the Union's intent that no Union material shall be posted on Employer property other than on bulletin boards provided in Section 204.01.

ARTICLE 205 UNION MEETINGS

Section 205.01 Meetings of the Local or the Committees of the Union, except when space precludes this, will be permitted on the SCCS property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled hours of the participants on the day in question.

Section 205.02 The Union shall notify the Director of Human Resources at least forty-eight (48) hours in advance of the meetings

(outlined in Section 205.01) for scheduling purposes. The notice shall contain the name of the Committee that will be meeting.

ARTICLE 206 MISCELLANEOUS

Section 206.01 If the Employer, by written Work Rule, requires any employee to wear uniforms or special safety clothing or devices, such items will be furnished to said employees by the Employer, including replacement and repair. Portable equipment furnished by the Employer to carry out the employee's job duties shall be repaired at Employer cost. Employees who choose to take portable equipment off grounds and lose or damage said portable equipment will be required to notify their supervisor and submit a written report to the Department Director, Information Technology detailing the circumstances of the loss or damage and indicating whether the employee feels the loss or damage was out of their control. The Department Director, Information Technology will meet with the employee, their supervisor, and if the employee chooses, a Union representative, to evaluate the circumstances in order to ensure that the replacement policy is applied uniformly and equitably for all employees. Decisions will be put in writing to the employee within thirty (30) days. If it is determined that the employee is responsible for loss or damage of equipment, cost of replacement or repair of said equipment shall be at the employee's expense not to exceed the Employer's deductible under liability coverage, except where a Police Report is filed by the employee, in which case the Employer shall be responsible for said cost. Records reflecting each incident and the outcome shall be maintained and a copy of each shall be submitted to the Director of Human Resources. Those employees who subsequently find equipment will be reimbursed upon return of the found equipment.

Section 206.02 The Employer and the Union recognize the need to keep Social Service documentation current in accordance with the Employer's policy. The Employer shall allow each full-time Caseworker up to thirty-two (32) hours per month uninterrupted time during which the employee shall document or accomplish other record keeping responsibilities and defer other caseload responsibilities. Part-time Caseworkers shall be allowed up to twenty (20) hours per month. The employee and supervisor shall determine dates and times for documentation to be completed each month. If the employee wishes to perform this work remotely, he/she/they may do so.

Phone calls may be forwarded to voicemail and responded to upon completion of uninterrupted documentation time. Emergency situations will be referred to the employee's Supervisor. The Supervisor may interrupt the Caseworker in emergency situations; however, time required for such interruptions shall not be included for the purposes of this Section in the total hours per month provided.

1. The supervisor and employee are expected to meet to identify the time and place for uninterrupted documentation.
2. Prior to the date of the scheduled uninterrupted documentation time, the supervisor and the employee shall discuss and agree upon the caseload tasks to be completed. The next scheduled workday, the Caseworker will share with the supervisor the work accomplished.
3. Time worked remotely may only be scheduled during the employee's regularly scheduled work hours.
4. Caseworkers working remotely shall ensure that their supervisor has a phone number where the employee can be reached and the employee must be available by phone during the time scheduled. The employee will update the supervisor of any changes to the employee's phone number. The employee will return all calls from the supervisor within fifteen (15) minutes or with all practical expediency.
5. Emergency situations will be referred to the employee's supervisor. The supervisor may interrupt the employee in emergency situations. When the supervisor deems appropriate, the supervisor may require the Caseworker to return to the Agency or report to another location to service the emergency matter. Time required for such interruptions shall not be included in the monthly allotment provided in this Section.
6. Should these procedures require an employee to engage his/her/their supervisor, and their supervisor is absent or unavailable, the employee will engage the covering supervisor, or if that person is not available, the next level of supervision.
7. If the Court schedules a hearing for a time when the Caseworker is scheduled for uninterrupted documentation time, the hearing takes priority unless the supervisor determines that the Caseworker's attendance is not required.

Section 206.03 The Employer shall utilize its own employees to perform work normally and customarily performed by employees, except in situations when the Employer's work practices may be having an adverse effect on the Employer's ability to deliver services effectively to the children under care.

Subcontracting means to engage an independent contractor or persons other than an employee of the Employer to perform, under a subcontract, all or part of any duties normally and customarily performed by employees.

Nothing in this Section shall be interpreted to restrict the right of the Agency to continue existing subcontracts or to contract in the future

for services that can be performed more effectively or efficiently by a subcontractor.

Section 206.04 All client transportation performed by Social Worker Assistants (SWA) and Social Service Aides (SSA) will be provided in Employer vehicles, except when an emergency situation exists and there are no Employer vehicles available. However, the employee may use their personal vehicle at the employee's sole discretion should the employee request to do so in writing. Appropriate car/booster seats and sanitizing supplies will be made available to all SWA/SSA staff regardless of use of personal or agency vehicles.

Section 206.05 No non-Bargaining Unit employee shall perform Bargaining Unit work unless otherwise provided for by agreement. Supervisory employees shall not be permitted to perform work of any Bargaining Unit position except in the following situations:

1. In emergencies, when employees are not immediately available to prevent harm to a child, or a family situation, or a possible endangering situation exists or could exist if intervention did not occur.
2. In the instruction or training of employees with the employee present.
3. In the performance of necessary work when casework services, child care, or production services difficulties are encountered on a job with the proper classification present.
4. For the purpose of the supervisors' learning how to operate new process equipment or procedures.
5. For the purpose of gathering information during planned studies.
6. To provide a relief period for any employee on an occasional, irregular basis.
7. To expedite client services and meet legally mandated services or possible loss of funding.
8. In the absence of an employee within their assigned unit.

The purpose of this Section is to ensure that members of supervision do not perform work normally done by employees nor restrict overtime opportunities for said employees. Supervisors have the right to perform work incidental to their managerial responsibilities to the extent that it does not result in eliminating the need for the services of an employee, or prevent the hiring of an additional employee.

Section 206.06

- A. Volunteers and students shall not be utilized in any way that would decrease the use of paid personnel and shall not be permitted to supplant paid staff.

B. The primary purpose for the use of Volunteers shall be to enrich, extend, or otherwise supplement the services of Employer staff for the benefit of clients. When Volunteers are used, the Employer shall have a written policy that includes the following points:

1. A clear delineation of the functions and activities appropriate for Volunteer and paid staff.
2. Written descriptions of activity for each type of Volunteer used and clear procedures that relate the Volunteer to regular paid staff.

Copies of the above-written policies and any changes thereof shall be provided to the Union President.

Section 206.07 The Union shall furnish the Director of Human Resources with a written list of the name of the Union President, Vice Presidents, Secretary, and Treasurer. Further, the Union shall properly notify the Employer, in writing, of any changes therein.

Section 206.08 The Employer shall comply with all applicable federal and/or state laws and/or regulations regarding the protection of employees who normally operate a video display terminal for four (4) or more hours per day, whether continuous or not. Furnishings for all computer work stations will be substantially compatible with the standards of the furnishings used at the main administrative building as determined by the Employer in consultation with the Union and the employee(s).

Section 206.09 It is mutually agreed that the hours spent in Unit meetings, trainings, and employee orientation by part-time and intermittent employees will not be counted toward the twenty-four (24) hour per week maximum allowed hours for these employees.

Section 206.10 The Employer shall provide at least one area within direct proximity of the main building to be used by employees as a smoking area, which shall be adequately heated and seasonally enclosed to the extent permitted by law.

Section 206.11 It is recognized that due to the nature of the services the Employer provides and the clientele involved, who may be troubled or disturbed, employees may be exposed to situations that are potentially dangerous. Therefore, they may be accompanied by the police, their Supervisor, or another worker, as mutually agreed upon by the employee and Supervisor.

Section 206.12 There will be a Quality Service to Clients (QSC) Committee comprised of four (4) Caseworkers chosen by the Union, and four (4) management staff from the Social Services Division chosen by the Executive Director. Other subject matter experts may be called upon to participate. The Chair of the Committee shall be one of the Employer's appointees and shall be determined by the Committee. In the event the

Committee cannot reach consensus, the Executive Director shall designate the Chair. Any expansion of the Committee will be done in equal numbers. The addition or replacement of Committee members will be done as noted earlier in this paragraph.

The QSC is responsible for examination/recommendations of methods for effective work load and case load management and process improvement. The Committee will utilize a consensus-based decision-making process.

The Committee will report on a quarterly basis to the Executive Director and/or the Executive Council and the Labor/Management Committee any recommendations and/or concerns, findings, and issues addressed at the Committee meetings. Minutes of the Committee meetings will be submitted to the above parties as well.

The Committee will also:

1. Identify and recommend areas of emphasis for time management training for Caseworkers;
2. Develop recommendations to provide improvements and enhanced Agency operations;
3. Research and explore a training/mentoring program to match skilled Caseworkers with new Caseworkers, and make recommendations;
4. Explore strategies to attract and retain experienced staff.

Employees involved in QSC activities shall be given sufficient time as agreed to by the Committee Chair in advance during duty hours without loss of pay or other benefits to perform these functions.

ARTICLE 207 BRANCH OFFICES

Section 207.01 Upon the opening of any Branch Office, staffing needs will be filled by posting a notice on appropriate bulletin boards in the affected department notifying the employees of the opening of the Branch Office and asking for volunteers to be relocated to such office. Opportunity to relocate will be restricted to those employees in the same department and classification as are needed in the Branch Office. Said notice shall instruct the employees to express their desire to relocate in writing to the Director of Human Resources no later than two (2) weeks from the date of the notice. Should more staff express their desire to relocate than will be needed at the new office, relocation shall be based on employee seniority with the Employer.

Section 207.02 If, after Section 207.01 has been complied with, staffing needs are not met, the least senior employee(s) in the department(s) and classification(s) needed at the Branch Office will be relocated.

Section 207.03 Once initial staffing needs for Branch Offices have been met, any future openings in the Branch Office shall be filled in accordance with Article 403.

Section 207.04 Openings at the Main Office which result from relocations to Branch Offices shall be filled by employees who are left without a supervisor in the following manner: the most senior of those employees left without a supervisor shall be offered first choice of such openings within their own department, one of which must be selected. Then each employee, one-by-one in order of employee seniority with the Employer, will be given their choice of the remaining openings until all such openings have been filled.

ARTICLE 301 WORK RULES

Section 301.01 Work Rules as defined in this Section shall be all policies, procedures and directives including the Employer's Table of Discipline which regulate conduct of employees in the performance of the Employer's services and programs. All Work Rules including existing policies, procedures and the Employer's Table of Discipline as defined are hereby incorporated by reference as if fully rewritten herein. New Work Rules formulated after the effective date of this Agreement shall be reduced to writing and made available to the Union and distributed to all Bargaining Unit employees fourteen (14) calendar days before implementation unless an emergency situation prevails, in which case it becomes effective immediately and may be, at the request of either party, proper subject for Labor/Management Meeting.

Section 301.02 It is agreed and understood that the Employer shall have the right to revise and/or initiate any Work Rules with respect to the conduct of its employees. However, the Union and its members may grieve Work Rules on the basis of:

- A. Lack of uniform application of the Work Rules;
- B. The Work Rules conflict with provisions of the Agreement;
- C. The Work Rules are discriminatory as outlined in the Agreement.

Section 301.03 A copy of the Work Rules outlined in Section 301.01 of this Article shall be provided by the Employer to all employees beginning employment with this Employer. Intranet access to Work Rules through InSite is sufficient under this Section and shall be considered the employee's acknowledgement of receipt of the Work Rules.

Section 301.04 Within ninety (90) days of the execution of this Agreement, the Employer shall meet with the Union to determine if any Work Rules are in conflict with this Agreement. If the parties agree that a conflict exists, the Employer shall, within ten (10) days of such

determination, revise or rescind the conflicting Work Rule(s) to bring about compliance with this Agreement.

ARTICLE 302 WORK SCHEDULES

Section 302.01 The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees. Employees who are not full-time shall be assigned eight (8) hour shifts whenever feasible. Prior administrative approval is required for all hours worked beyond their normal work week or day. Prior approval will be waived for Caseworkers if, in their professional judgment, such work is deemed necessary. Caseworkers will inform their Supervisors at the earliest possible time thereafter.

Section 302.02 A full-time employee who works five eight-hour shifts shall be provided a work schedule with at least eight (8) hours off between eight (8) hour work shifts except in the event of an emergency. The Employer will endeavor to provide sixteen (16) hours off between eight (8) hour shifts. Full-time employees shall not be required to work a schedule consisting of more than two (2) shifts per week with less than sixteen (16) hours off between eight (8) hour shifts. This Section shall not apply to employees accompanying children on camping trips or activities.

Section 302.03 Work Schedules are defined as an employee's assigned hours of the day and days of the week and shift assignment. Changes in Work Schedules shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. A minimum of seventy-two (72) hours' notice shall be provided to employees affected by a Work Schedule change, except when changes are necessitated by unforeseen situations. Nothing herein shall be construed to limit the authority of the Employer to make temporary assignments to different locations or work duties for the purpose of meeting unforeseen situations. The Employer shall not change work schedules to avoid overtime.

Section 302.04 Every eight (8) hour work period shall include a one-half (1/2) hour paid lunch period. However, Employees may elect a work schedule that includes a one-half (1/2) hour paid lunch or a one (1) hour lunch (½ hour paid and ½ hour unpaid). If an employee elects a one (1) hour lunch, the employee with supervisory approval will submit to the Human Resources Department (on the agency's work schedule form) a schedule extending their workday by one-half (1/2) hour. The second shift operations of the Front Desk and Clinic shall have a one-half (1/2) hour paid lunch period during which time he/she/they is/are on duty and on call. Employees scheduled for an eight (8) hour work period who are off-duty during their lunch hour must work a minimum of four (4) hours to be eligible for a one-half (1/2) hour paid lunch period. In addition, there shall be two (2) ten (10) minute rest periods with pay approximately midway through either the morning or afternoon side of the lunch period during which time all employees are on duty and on call. The time of the

regularly scheduled rest period shall be determined by the employee's Supervisor. The employee shall, with the consent of the Supervisor, take a missed rest period at the earliest possible time.

Section 302.05 A thirty (30) minute lunch period, with pay, during which the employee is on duty and on call shall be provided to employees working more than four (4) hours beyond their regular shift.

Section 302.06 The Employer shall determine those positions which shall qualify for wash-up before meals and quitting time.

Section 302.07 The Employer may temporarily assign employees to other classifications to fulfill operational requirements. If the employee filling such temporary assignment is of a lower classification and pay rate than the temporary assignment and remains in such temporary assignment for a period of more than five (5) working days, the employee shall receive the higher rate of compensation for all hours worked while so assigned; however, the employee's classification will not change. If an employee is temporarily assigned to a higher classification for the second and/or subsequent time in a calendar year, the employee shall be paid at the higher rate of pay from the first day of the assignment. If the employee filling such temporary assignment is of a higher classification and pay rate than the temporary assignment, such employee shall receive the higher rate of compensation for all hours worked while so assigned.

Section 302.08 Where employees are working in a higher classification as stated in Sec. 302.07, such employees may work in such classification, at the Employer's request, for up to sixty (60) work days, but not more than thirty (30) work days without the employee's acceptance of the assignment. At the conclusion of sixty (60) work days, such position shall be posted if the Employer has determined that a vacancy exists in accordance with Article 403. This Section shall not apply to employees working as absentee replacements in a higher classification.

Section 302.09 All employees who fail to report for duty at their regular designated time shall be subject to disciplinary action. The employee may account for the appropriate tardiness; that is, elect to take accumulated compensatory time, holiday, vacation, flex time, or loss of pay, provided the employee notifies his/her/their supervisor or designee that they are running late, unless the employee can demonstrate his/her/their health or safety was at risk prohibiting the notification.

Section 302.10 Where staff schedule changes are necessary during summer months for school vacation to meet operational needs of the Employer, it is agreed that the Employer will reassign those employees affected to their previous work schedule worked prior to school vacation. This reassignment shall occur in September.

Section 302.11 The Employer shall have the right to establish staffing levels and schedules based upon operational needs as determined by the Employer. Full-time employees may select their hours of service from those established by the Employer, provided that regular schedules shall be Monday – Friday and the regular start time shall not be before 7:00 a.m. or after 12:00 Noon, unless otherwise posted. If scheduling conflicts arise, employees shall be granted their most desired schedule based on the employee’s seniority. For purposes of this Section, seniority shall be defined pursuant to Sections 110.03 and 110.04. At the request of either the supervisor or the employee, daily variations from the schedule may be accommodated by mutual agreement. This provision applies equally to part-time employees.

Social Service employees may be required to flex up to one (1) day per week (Monday – Friday) with one (1) week's advance notice. The employee's choice of day shall be accommodated. The required flex shall not alter the starting or quitting time by more than two (2) hours unless otherwise agreed.

Employees in the following areas are not subject to the Monday – Friday, 7:00 a.m. – 12:00 Noon schedules set forth above: Front Desk, Call Board, Intake Phone Room, and Second Shift Intake Workers.

Section 302.12 None of the provisions in this Agreement applying to employees working four ten (10) hour shifts shall be construed as changing provisions applying to employees working five eight (8) hour shifts except where it is specifically stated.

Section 302.13 There shall be a separate list for each classification of Intermittent employees. Said employees shall be listed on each list in order of seniority (SCCS longevity). All available work shall be offered to employees on a rotating basis. The person making the calls to find a replacement will start calling at the point on the list where they stopped calling previously. Intermittents are permitted to work not more than twenty-four (24) hours per week.

In the event that a replacement cannot be found, overtime shall be offered to full-time employees in accordance with Section 303.05.

Temporary full-time opportunities in any classification shall be scheduled in rotation among the eligible Intermittent employees within that classification.

Section 302.14 Provided Intermittent employees are given sufficient opportunity for work during his/her/their indicated schedule of availability, all Intermittent employees must work at least two hundred (200) hours in a six (6) month calendar period (January through June and July through December) or be given a written notification that the minimum two hundred (200) hour requirement has not been met. The employee’s Intermittent employment status would be subject to

termination at the end of the next six (6) month review period if he/she/they did not work the minimum two hundred (200) hours in that reporting period and the next two (2) reporting periods subsequent to the second reporting period. The Union and/or the employee shall have the right to meet with the Employer prior to any termination. At said meeting, the Employer shall provide documentation that said employee was provided sufficient work opportunities. In addition, the employee may present any special circumstances surrounding his/her/their refusal to work. Actual contact must be made with the employee to be considered a refusal and voice mail messages not responded to within fifteen (15) minutes will also be considered a refusal. Intermittents may change his/her/their availability schedule not more than twice in each six (6) month period (January through June and July through December). Employees must supply the Agency with their cell phone number.

The provisions of Section 404.05 and 404.06 shall not apply to Intermittent employees terminated on the basis of this Section of the Agreement.

ARTICLE 303 OVERTIME

Section 303.01 Front Desk staff, Clinic Clerical staff, Respite Center staff, and Call Board staff must be paid time and one-half for all hours worked in excess of forty (40) hours per week.

All other Bargaining Unit employees of Summit County Children Services, except for those listed in Section 303.02 shall be paid time and one-half for all hours worked in excess of forty (40) hours per week, except that these employees may elect to accumulate compensatory time at the rate of time and one-half. Compensatory time earned may be taken at a mutually acceptable date, agreed upon by the employee and his/her/their immediate Supervisor.

If an employee has worked more than forty (40) hours during either week of the pay period, the employee will either receive time and one-half wages at the end of that pay period, or if the employee has elected to accumulate compensatory time as outlined above, said compensatory time will be credited at the end of that pay period.

Each pay period shall consist of two (2) weeks, and each week of the pay period shall start on Monday and end on the following Sunday.

Paid vacations, personal leave, compensatory time, and sick leave are not hours worked within the meaning of the overtime provisions of Article 303 and, therefore, do not count in tabulating total hours per week.

Section 303.02 All Caseworkers shall not be paid time and one-half for all hours worked in excess of forty (40) hours per week. The Employer will grant compensatory time off on a time and one-half basis for hours worked in excess of forty (40) hours per week; however,

compensatory time may be accumulated to a maximum of eighty (80) hours and once an employee has eighty (80) hours of compensatory time in his/her/their "Compensatory Time Bank", any additional overtime worked will be paid to the employee at the rate of one and one-half (1 1/2) times his/her/their hourly rate. Should the employee's "Bank" fall below eighty (80) hours, the employee must reach eighty (80) hours before he/she/they will be paid overtime. Compensatory time earned may be taken at a mutually acceptable date, agreed upon by the employee and his/her/their immediate Supervisor, and their accrued compensatory time shall be taken in increments of eight (8) hours or ten (10) hours, where applicable, unless otherwise mutually agreed upon by the employee and the Supervisor.

Upon termination of employment with the Employer, employees will be compensated for all of their unused compensatory time.

Section 303.03 In an emergency situation, when an employee's services are needed for overtime work and he/she/they notifies/notify his/her/their Supervisor immediately that he/she/they does/do not wish to accept the overtime assignment, he/she/they will be excused as soon as a qualified replacement can be secured. The Employer shall make every effort to timely fulfill this wish. When an emergency situation exists requiring a Caseworker to work beyond the normal shift, that worker will be excused within a two (2) hour period of the end of the normal work schedule, providing a substitute worker is obtained for any work over the two (2) hours. An emergency exists where an immediate action is necessary to prevent harm to a child, or a family situation or a possible endangering situation exists or could exist if intervention did not occur.

Section 303.04 Management shall distribute overtime among all employees within a classification and location. Pursuant to Section 303.05, the Employer shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer shall daily maintain overtime rosters which are to be posted on all applicable department and sub department bulletin boards along with the previous month's roster. Employees may request to review the overtime roster as needed. A rotating list established by seniority and classification within the unit or department will be used by the Employer to distribute overtime. The list will also include overtime hours worked, overtime offered but refused, the date of the occurrence, and the aggregate hours. Whenever overtime is required by the Employer, the employee with the least number of hours in that classification within the unit or department will be called first and so on down the list in an attempt to equalize the overtime hours.

Employees in other classifications may be called if there is a shortage of the employees in the classification needed. For the purposes of this clause, time not worked because the employee was unavailable or did not work will be charged the number of hours that was offered as if

worked and will be posted on the roster. In situations where overtime is offered for the same day the overtime is needed, the employee must respond within fifteen (15) minutes or the employer may move on to the next person on the roster.

Where the amount of overtime offered but not worked is less than two (2) hours, the employee will be charged with two (2) hours. For the purposes of this Article, when an employee changes from one unit or department to another, his/her/their respective hours for the purposes of the overtime roster will be calculated so that his/her/their aggregate hours will equal the average in the unit or department transferred to. The overtime opportunities will be equalized for full-time employees within sixteen (16) hours every one hundred twenty (120) days commencing thirty (30) days after the effective date of this Agreement.

The Employer agrees to maintain rosters identifying all part-time and intermittent employees and hours worked daily which will be made available to the Union President or his/her/their designee upon request.

Section 303.05 Operational requirements of the Employer will require the use of part-time and intermittent employees for proper staffing. The total hours per week worked for such employees shall not exceed twenty-four (24) hours. In the event that no available part-time and intermittent employees have worked less than twenty-four (24) hours in a given week, the overtime shall first be offered to full-time employees unless they have indicated that they do not want to be asked to work overtime. Full-time employees may decline to work overtime in accordance with the provisions of Section 303.03; however, overtime offered but refused or not worked shall be credited as if worked.

If all full-time employees in the area where coverage is needed decline to work overtime, it will become necessary to request other employees who normally perform the duties to work overtime. In the event not enough qualified employees volunteer for the overtime work, the Employer will attempt to assign the overtime to the qualified employee with the least amount of overtime hours accumulated on the overtime roster.

Full-time employees who decline to work overtime in a different area than the one they are presently working in shall not be charged with overtime hours offered but refused or not worked in accordance with Section 303.03. Full-time employees, who accept overtime hours in a different area than the one they are presently working in, shall be charged with overtime on their roster in accordance with Section 303.03. It is recognized by the Employer and the Union that imbalances in the overtime rosters may unavoidably occur.

Section 303.06 Operational requirements of the Employer will require the use of employees to accompany children on overnight excursions or to

be otherwise available to the Employer for twenty-four (24) hours. Such time shall be compensated at the applicable rate for up to sixteen (16) hours for each twenty-four (24) hour period when involved in direct service activities. Should it become necessary for the employee to work beyond the sixteen (16) hours in direct service activities, the employee will be compensated for all additional hours worked. Overtime accrued in this manner will be charged to Overtime Rosters and is subject to the provision of Section 303.04.

ARTICLE 304 REPORT AND/OR CALL-IN PAY

Section 304.01 Call-in pay is payment for emergency work performed by an employee who has been called in to work by the Employer at a time disconnected from the end of his/her/their normal work day. Work done in this manner shall be compensated with a minimum of four (4)-hours pay at the applicable overtime rate and in compliance with the Overtime provisions in this Agreement. This Section shall not apply to employees being called to cover after-hours referrals under Section 602.05. IT Staff shall be paid in fifteen (15) minute segments for answering phone calls and performing the necessary duties resulting from the phone call at home.

Section 304.02 When the Executive Director declares that a State of Emergency exists, the Agency may continue to use available personnel. However, all employees remaining under these conditions would be paid the applicable rate for all time on the premises when the employee's presence at the Agency is requested by the Employer. Essential employees are required to continue to work and must, on an individual basis, obtain the authorization of their immediate Supervisor, or if not available, the next Supervisor in order to be excused. Essential and non-essential employees will be compensated in accordance with the provisions of Article 303. Essential employees shall be defined as the following:

Front Desk Staff, Maintenance Staff, and one (1) Caseworker assigned to the phone room. The essential Social Service Worker assigned to the phone room shall be the one who has the least agency seniority.

Section 304.03 Employees, who must report to a work location other than that to which they are regularly assigned, shall be on Agency time for all time spent in transit if prior approval is granted by the employee's Supervisor. Prior approval is waived when an emergency situation arises, but the employee will inform his/her/their Supervisor as soon as possible and obtain approval. For purposes of determining time and mileage, the Employer shall use the shorter of time and distance measured from either the employee's residence or the Agency to the destination.

ARTICLE 305 SICK LEAVE

Section 305.01 All employees shall earn Sick Leave credit at the rate of four and six-tenths (4.6) hours of each eighty (80) hours of completed service. Employees may use Sick Leave with the approval of the Employer. Sick Leave may be used by the employee for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to, and jeopardize the health of, other employees;
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

The definition of "immediate family" shall be in accordance with Section 601.11 of this Agreement.

Section 305.02 Unused Sick Leave shall be cumulative without limit. Intermittent employees shall accumulate Sick Leave while on Intermittent status; however, said employees may only use Sick Leave while serving as an Absentee Replacement or on a temporary full-time assignment of more than fourteen (14) calendar days. When Sick Leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated Sick Leave of an employee who has been separated from the Public Service shall be placed to his/her/their credit upon his/her/their re-employment in the Public Service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from Public Service. An employee who transfers from one public agency to another shall be credited with the unused balance of his/her/their accumulated Sick Leave up to a maximum of the Sick Leave accumulation permitted in the public agency to which the employee transfers.

Section 305.03 The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of Sick Leave. If

medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of Sick Leave. The Employer may require an employee to be examined by a physician paid by the Employer to justify the employee's absence or to ensure the employee is capable of returning to work. In those cases where the employee is on sick leave and is approved by the employee's physician for return to work and the Employer sends the employee to its physician for a second opinion, the employee shall remain on sick leave or other paid leave credits (if available) until the matter is resolved as follows: If the Employer's physician concurs with the employee's physician, the employee shall be returned to work, and the amount of sick leave or other paid leave credits used between examinations shall be restored to the employee's sick leave or other utilized paid leave credits. If there is no concurrence, the employee shall be evaluated by a third physician acceptable to the employee and the Employer. The Employer and the employee shall share the remaining balance of the cost of the examination after the health insurance company has made payment. The third physician's opinion shall govern. If the third physician concurs with the employee's physician, the employee shall be returned to work and the amount of sick leave or other paid leave credits used between examinations shall be restored to the employee's sick leave or other utilized paid leave credits. If the third physician concurs with the Employer's physician, then the sick leave or other utilized paid leave credits will not be restored.

Section 305.04 Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. The abuse or patterned use of sick leave shall be grounds for disciplinary action.

For the purposes of this Article, the following definitions shall apply to the following terms: "excessive absenteeism" – shall mean utilization of more than sixty-four (64) hours of sick leave in a rolling calendar year without a physician's certification attesting to the employee's illness or injury necessitating the absence. Such report may justify single occurrences or reoccurring absences. Consideration shall be given to those employees who have a chronic, serious and/or ongoing medical condition, documented by a physician's certificate. For absences resulting from the documented chronic, serious and/or ongoing medical condition, the employee does not need to furnish a doctor's note for each qualifying absence provided the absence is consistent with the physician's certificate; "Patterned use" – shall mean a) frequent utilization of sick leave on the same day of the week; b) in conjunction with weekends, holidays, vacations or any other paid leave; or c) frequent absences of one (1) day or less unless excused by a physician's certificate attesting to the employee's illness or injury necessitating the absence.

In addition, if an employee calls off sick on a day that was previously requested off and was denied, the employee is subject to discipline absent medical documentation. This applies to previous denials of vacation time, compensatory time off, and/or personal leave requests on the last scheduled day before/after a holiday.

Section 305.05 Employees who are absent on sick leave or workers' compensation may apply for light duty work. Such light duty work application must be approved by the employee's physician and the Employer's physician, if the Employer wants the employee examined prior to its granting approval. The Employer will attempt to accommodate light duty work applications to the extent practical, except that the initial approval and the duration of the light duty work shall be at the sole discretion of the Employer.

Section 305.06 Upon the death of an employee with thirty (30) or more years of service at Summit County Children Services and who was eligible to retire from the Public Employee Retirement System (PERS), the employee's beneficiary will receive one-fourth (1/4) of the earned sick time balance up to a maximum of two hundred forty (240) paid hours.

ARTICLE 401 PROBATIONARY PERIOD AND PERFORMANCE EVALUATIONS

Section 401.01 All newly hired employees must serve a probationary period. The length of the probationary period is as follows:

180 Calendar Days:	All newly hired Full-Time staff (other than those identified below) or non-social work staff promoted into Caseworker positions.
365 Calendar Days:	All newly hired Full-Time Caseworkers.
700 Work Hours:	All newly hired Part-Time and Intermittent employees.

The Employer may terminate an employee's employment during the initial hire probationary period, and neither the employee nor the Union shall have any right to appeal such termination through the grievance procedure contained herein or to any form of Civil Service Commission, including the State Personnel Board of Review.

All employees who apply for any transfer or promotion posted under Article 403, other than promotions into Caseworker positions, and are subsequently selected and placed in the vacancy shall serve a probationary period as follows:

120 Calendar Days, if selected and placed in a full-time vacancy.

700 Work Hours, if selected and placed in a part-time vacancy.

If a transferred or promoted employee does not successfully complete the probationary period, he/she/they will be returned to his/her/their previous or similar position.

An employee who is off work on an approved leave (regardless of use of accrued benefit time) for a period of two (2) weeks or more during his/her/their initial probationary period will have his/her/their probationary period extended by the amount of time spent on approved leave.

Section 401.02 The purpose of the evaluation is to constructively assess the employee's current job assignments, to identify performance areas requiring improvement, to constructively advise the employee of his/her/their strengths and deficiencies in meeting performance expectations, to establish performance objectives for the next evaluation period and to develop a plan for attainment of objectives.

Section 401.03 Each employee shall be evaluated annually by his/her/their immediate supervisor. If an employee has been reassigned to a new supervisor within ninety (90) days of the evaluation date, the new supervisor shall, if possible, consult with the previous supervisor in order to complete the evaluation. In addition, there may be a quarterly review of the employee's job performance.

Section 401.04 The supervisor shall notify the employee of the time of the evaluation interview at least twenty-four (24) hours in advance of the meeting. The supervisor shall provide the employee with a copy of his/her/their performance evaluation, and they shall review the evaluation form together during the interview. Areas of disagreement will be clearly identified during the interview process. The employee has the right to add a written statement, within seven (7) working days, indicating his/her/their specific reasons for disagreement. Said statement will be attached to the evaluation prior to being signed at the next level.

Section 401.05 If the employee disagrees with the content or scoring of his/her/their evaluation, the employee may schedule a meeting with the next level of supervision. The employee shall serve written notice of his/her/their desire to review the evaluation to the next level of supervision no later than seven (7) working days after completion of the evaluation interview. Said Supervisor shall meet with the employee and, if the employee chooses, a Union representative within seven (7) working days. The employee's immediate supervisor and the Employer's Director of Human Resources will also attend the appeal meeting. The Director of Human Resources shall serve in the capacity of a mediator and attempt to bring the parties to an acceptable resolution of the dispute. At the conclusion of the appeal meeting, any agreed-upon changes will be documented and signed by all parties, and all parties shall immediately receive a copy. The agreed-upon changes will be implemented within five (5) working days.

Section 401.06 Performance evaluations shall not be used as a record of discipline. Performance evaluations may, however, serve as a record that the Employer has discussed performance with the employee.

Section 401.07 Performance evaluations shall be used for the following: Employee job performance, salary increases, promotions, transfers, references, and termination during initial-hire probationary period.

Section 401.08 Should any person add comments to or alter in any way an employee's performance evaluation form after the employee has signed the performance evaluation, such evaluation shall, for all purposes, be null and void, and will be immediately removed from the employee's Personnel File. The original evaluation shall be retyped and re-signed and placed in the employee's file.

Section 401.09 The employee's signature on any performance evaluation shall be viewed by the parties only as a representation that he/she/they reviewed the evaluation; it shall not be viewed as the employee's agreement, but rather acknowledgment that the employee reviewed the evaluation.

Section 401.10 Successful new hire probationary employees will be given an end of probation evaluation. A mid-probationary evaluation may be used at the discretion of the Employer.

Transfer/Promotion probationary employees shall be given a mid-probationary evaluation during the first half of the probationary period and a final evaluation at the end of the probationary period.

ARTICLE 402 PERSONNEL RECORDS

Section 402.01 It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the employees. However, every employee shall be allowed to inspect his/her/their personnel file once in a six (6) month period running from the last inspection, with the exceptions of references for initial employment, psychiatric and medical reports, and confidential law enforcement records, which shall be kept separately. If the law enforcement reports are no longer valid nor pertaining to the nature of employment, they shall be removed from the personnel file. A Union officer or other employee representative may accompany the employee for inspection of the employee's personnel file, in the presence of the Employer. Requests to review the personnel file shall be directed to the Human Resources Department.

Section 402.02 If an employee, upon examining his/her/their personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Director of Human Resources or his/her/their appropriate

representative explaining the alleged inaccuracy. If, upon investigation, the Director of Human Resources, or his/her/their designated representative sustains the employee's allegation, he/she/they will remove the inaccurate material from the personnel file or correct the inaccuracy. If such material is not inaccurate but the employee feels that clarification of circumstances surrounding the writing of such material is necessary, the employee may submit to the Director of Human Resources or his/her/their representative a written clarifying or explanatory memorandum. The Director of Human Resources or his/her/their representative will arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file, unless it is scurrilous or slanderous.

Section 402.03 Except as otherwise provided in this Article, and except for employees who have a need within the scope of their duties to see employee personnel files, such files shall not be available for review by anyone without prior, written authorization for such by the employee whose file or information therein is requested, subject to legal requirements on the Employer regarding public records. Further, no information in an employee's personnel file will be shared with anyone outside the Employer except name and place of employment without prior written authorization from the employee involved. Personal references may be provided if requested of the Supervisor by the employee in writing.

Section 402.04 Personnel files shall contain the following:

- 1) Name, permanent address, current address, telephone number, and name of person to notify in case of emergency (employees shall be responsible for keeping this information current within thirty (30) days);
- 2) Position Description;
- 3) Required license and verification of degree, where applicable;
- 4) Change of Status Forms;
- 5) Annual performance evaluations and salary review forms;
- 6) Statements of performance in any given particular cases (i.e., letters of commendation, job performance, etc.);
- 7) Memos identifying instructions or directives to employees regarding their job performance. Such memos shall be initialed and dated by the employee prior to being placed in the Personnel File. Said memos shall be removed from the employee's Personnel File after one (1) year upon the employee's request and given to the employee, provided there have been no intervening memos regarding the same subject matter;
- 8) Corrective action orders;

- 9) Computer-generated files related to the employee's employment (which may be kept separately);
- 10) References for initial employment, pre-employment reference checks, including confidential law enforcement records, psychiatric and medical reports (which shall be kept separately);
- 11) Payroll records (which may be kept separately).

If requested, employees will be provided copies of any items contained in the Personnel File.

Section 402.05 The employee Personnel File shall constitute the only documentation to be used by the Employer and/or agents of the Employer concerning the employee. Supervisors are permitted to keep records on each employee in a secured file at the supervisor's work area. Such supervisors' files shall be subject to the provisions of Sections 402.01, 402.02, 402.03, 402.04 of this Article. No other records shall be kept concerning employees except those required by law or otherwise necessary to demonstrate compliance with the law.

ARTICLE 403 JOB POSTINGS, TRANSFERS, AND PROMOTION

Section 403.01 The Employer shall decide when a vacancy occurs or exists. A vacancy is defined for posting as a regular full-time or part-time job opening in the Bargaining Unit. The following types of positions are not regular job openings: Intermittent, Absentee Replacement, and Temporary Status.

Section 403.02 A vacancy in a budgeted position will be automatically posted, should the Employer decide to fill it. Should the Employer decide not to fill the position, the Union will be notified. When a vacancy occurs, the Employer shall post a notice of said vacancy on appropriate bulletin boards in all facilities for a period of eight (8) work days, not including the day of the posting. Once the position has been posted, it will be filled within three (3) calendar weeks following the end of the posting period.

Section 403.03 The position announcement shall state the following: 1) the Agency's position title; 2) the classification, grade and salary of the position; 3) the classification job description; 4) the required qualifications for the classification; 5) the current line supervisor; 6) the location (if a branch office); 7) the hours of work; 8) the person to contact if interested; and 9) the deadline for submitting application.

Section 403.04 The Employer will not be required to consider applications filed after the end of the posting period. The employee may consult with his/her/their Supervisor to schedule a mutually agreeable time to make such application.

Section 403.05 All applicants for vacancies must meet all of the minimum qualifications established for the posted position. Employees who meet the minimum qualifications and have applied in a timely manner shall be granted an interview, except that for lateral transfers, only the three (3) most senior full-time applicants shall be interviewed. If there are no employees applying for a lateral transfer, all other applicants, who have applied in a timely manner, shall be granted an interview.

Section 403.06 In considering any individual for a regular job opening, the Employer will select the best qualified candidate of the three (3) most senior, considering skills, aptitude, education, experience, training, seniority, record of efficiency and effectiveness of performance, and record of tardiness and absenteeism.

Section 403.07 Applications from employees shall be submitted to the Director of Human Resources for preliminary screening. The Employer reserves the right to reject all applications or extend the deadline for submitting applications in the event that the makeup of the group of qualified applicants is significantly inconsistent with the Employer's Affirmative Action Plan.

Section 403.08 Upon receipt of the application and completion of screening in accordance with Section 403.05, the Employer shall give first consideration to those timely-filed applicants who are in the same classification as the vacant position and are, therefore, requesting a lateral transfer to the vacant position. The vacancy shall be filled by an applicant from the three (3) most senior full-time employees requesting a lateral transfer. The three (3) applicants shall be considered subject to the criteria outlined in Section 403.06. If there are less than three (3) full-time applicants for a lateral transfer, the applicants shall be considered pursuant to 403.06 with the most qualified individual receiving the position.

Section 403.09 After Section 403.08 has been complied with by the Employer, and the vacancy has not been filled, then upon receipt of the application and completion of screening in accordance with Section 403.05 and Section 403.06, the first consideration shall be given to those timely, in-Agency applicants who desire the position as a promotion (as defined in Section 403.11) or a transfer (as defined in Section 403.13). The vacancy shall be filled with the most qualified candidate per Section 403.06 above. If there are no full-time applicants who desire the position as a promotion or a transfer, then the vacancy shall be filled with the most qualified part-time or intermittent applicant.

Section 403.10 For purposes of this Article, seniority shall be defined as the uninterrupted length of continuous service with the Employer. 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 previous-accumulated seniority. An authorized leave of absence does not constitute

a break in continuous service provided the employee returns to active service following the expiration of the leave. However, an employee on an authorized leave of absence shall only continue to accrue seniority for a maximum of twelve (12) months.

Section 403.11 A promotion is defined as the transfer of an employee to a vacancy in a classification assigned to a higher pay grade, subject to the provisions of this Article.

Section 403.12 A lateral transfer is defined as the transfer of an employee to a vacancy in the same classification, subject to the provisions of this Article.

Section 403.13 A transfer is defined as the movement of an employee to a vacancy in the same pay grade, but not the same classification.

Section 403.14 An employee who accepts any vacancy posted under this Article shall remain in said position for twelve (12) months before becoming eligible to apply for another posted vacancy. Calculation of the twelve (12) months shall begin sixty (60) days after the deadline for submitting applications listed on the posting for said position. In addition, no later than five (5) days after the employee is notified by Human Resources that they have been awarded the position, the supervisor and the employee shall meet to devise a plan for transition to the employee's new position. The transition plan shall be in writing, signed by employee and supervisor, and shall include the planned date of transition. A copy of the transition plan shall be given to the employee and gaining supervisor. No new assignments will be given to Caseworkers following acceptance of the new position, except in emergency situations. Said transition shall be completed within thirty (30) days, when feasible, but not more than ninety (90) days after the employee is notified by the Human Resources Department that they have been awarded the job.

Section 403.15 Full-time employees hired or re-employed shall remain assigned to such position for twelve (12) months including the probationary period, before becoming eligible to apply for a posted vacancy.

Intermittent and part-time employees may apply for posted full-time positions after the completion of their probationary period. However, intermittent and part-time employees successfully applying for another intermittent or part-time position shall remain in said position for nine (9) months before becoming eligible to apply for another intermittent or part-time position. Calculation of the nine (9) months shall begin sixty (60) days after the deadline for submitting applications listed on the posting for said position.

Section 403.16 One (1) copy of all postings shall be furnished to the Union President or his/her/their designated representative on the date of posting. In addition, the Union's copy of each posting shall include the

name of the employee vacating that position, or a statement indicating it is a new position.

Section 403.17 Notwithstanding any other provision of this Agreement, the Employer retains the right to assign employees to positions within their job classification based on the needs of the Employer.

ARTICLE 404 CORRECTIVE ACTION

Section 404.01 Except for initial-hire probationary employees, no employee shall have any form of corrective action taken against them, except for just cause.

Section 404.02 The Employer agrees that all corrective action must be uniformly applied to all employees of Summit County Children Services.

Section 404.03 The Employer shall administer all corrective actions in a progressive manner. Corrective actions must be based on just cause, be uniformly applied, and be consistent with the Employer's Work Rules as defined in 301.01 of this Agreement, including the Table of Discipline governing such actions, except that the Employer may apply a lesser penalty from the recommended standard penalties. The Employer will give a copy of any written corrective action to the affected employee and a copy to the Union President immediately upon execution. The employee's signature on any Corrective Action Order shall not be viewed as the employee's agreement with the Employer's action or as an admission of violation of the cited work rule.

Section 404.04 Any records of corrective action taken against an employee or documents related to the action, shall expire and not be used against the employee, providing there has not been intervening corrective action taken against the employee during the specified time period as follows:

- A. Corrective actions resulting in no loss of time or pay – twelve (12) months;
- B. Corrective actions resulting in loss of pay or time not to exceed five (5) days (forty [40] work hours) pay – twenty-four (24) months;
- C. Corrective actions resulting in the loss of pay or time exceeding five (5) days (forty [40] work hours) pay – thirty-six (36) months.

If there has been no intervening corrective action, such corrective action shall be removed from their personnel file, upon written request of the employee, and the original corrective action order given to the employee. It is understood by the parties that, while disciplinary actions may be removed from the personnel file, they can only be destroyed pursuant to applicable law.

Section 404.05 When the employee is questioned as part of the investigation process and/or issued a Corrective Action Order, the employee is entitled to have a representative present.

- A. Investigation shall be completed within thirty (30) days of notice to the Employer that an offense has occurred.
- B. Disciplinary action shall be administered within fifteen (15) days of completion of the investigation, except when the proposed disciplinary action is a suspension or dismissal.
- C. In the event a criminal investigation is conducted, such above stated time periods shall be extended for the time period of the criminal investigation and proceedings.
- D. In the event the Employer determines it is not feasible to conclude the investigation or impose disciplinary action within the specified time periods, it shall notify the Union in writing of the expected date the investigation will be completed or the imposition of discipline will occur. The Employer shall give the reason for the extension, which shall be reasonable.

Section 404.06 The procedure for any proposed suspension or dismissal shall be as follows:

- A. Within fifteen (15) days of completion of the investigation, the Executive Director or his/her/their designated representative shall serve the affected employee with written notification of pending suspension or dismissal. Such notification shall cite the charges against him/her/them.
- B. A hearing shall take place before a neutral person not involved in any of the events giving rise to the proposed corrective action. Said hearing shall be scheduled by the Director of Human Resources and shall take place within five (5) days, when feasible, from notification in Paragraph A of this Section; the parties recognizing that time is of the essence in the disciplinary procedure. The employee may be accompanied by a representative of his/her/their choice, and the Employer's agent(s) may be accompanied by representatives of the Employer's choice. If any of the representatives is an attorney, the party being represented by that attorney shall notify the other party of such at the time of the notification or confirmation of the hearing. At said hearing, the evidence upon which the charges were based shall be presented, and the employee, with the assistance of his/her/their representative, shall be afforded a fair opportunity to be heard in opposition to the charges against him/her/them.
- C. A written explanation of the neutral person's recommendation as to whether corrective action is appropriate and the reasons for it shall be issued to the employee and the Employer within fourteen (14) days of said hearing.

- D. In the recommendation, the neutral person shall determine whether corrective action is appropriate. The neutral may recommend the level of appropriate corrective action which the Employer may choose to implement. The neutral person may find there is insufficient evidence to justify any discipline.
- E. In cases where the disciplinary action of suspension or dismissal is approved by the Executive Director, the Executive Director or designated representative, shall meet with the employee and his/her/their representative to issue the Corrective Action Order, in writing, within ten (10) days of the receipt of the neutral person's recommendation. Said Corrective Action Order shall include the specific time period for suspension or the effective date of dismissal, if applicable.

Section 404.07 Supervisor's Record of Instruction and Cautioning, written warnings and written reprimands are subject to appeal through the Grievance Procedure, including third party adjudication, as provided herein. All suspensions and removals are subject to appeal through the Grievance Procedure, including third party adjudication, and such grievance shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 405 JOB AUDIT

Section 405.01 All employees shall be properly classified. If an employee feels he/she/they is/are not properly classified, he/she/they may request, in writing, a Job Audit. The request shall be sent to the Director of Human Resources. Within twenty (20) working days of receipt of the request, the Director of Human Resources shall interview the employee. The employee may have a Union representative present at the interview. Based upon the employee's job duties and the current classification, the Director of Human Resources shall render a decision. The decision shall be in writing and sent to the employee and the Union President within ten (10) working days of the interview. If the Director of Human Resources decides to reclassify an employee, the employee shall be placed in a classification that accurately describes the employee's job duties. The reclassification shall be based on available resources that identify a job classification that most closely matches the employee's actual job duties. The Employer and the Union shall meet to negotiate any new classifications and the rate of pay for such classification.

Section 405.02 The employee or the Union shall have the right to appeal the decision to Step 4 of the Grievance Procedure within fourteen (14) days of the receipt of the decision.

ARTICLE 501 LABOR/MANAGEMENT MEETINGS

Section 501.01 Unless mutually agreed otherwise, on the first Tuesday of each month at a mutually agreed upon time, the Executive Director or his/her/their designated representative, the Director of Human

Resources, and not more than four (4) other members of Management shall meet with not more than five (5) employee representatives and one (1) non-employee representative of the Union in order to promote a more harmonious relationship between the Union and the Employer. The Executive Director shall attend Labor/Management meetings at least on a quarterly basis. Furthermore, it is agreed by both the Employer and the Union that meetings shall be held as often as is mutually agreed necessary.

Section 501.02 Agendas will be exchanged by both parties no later than Noon on the Friday immediately preceding the first Tuesday of each month. The purpose of such meetings shall be limited to:

- A. Discussion regarding the administration of this Agreement;
- B. Discussion regarding grievances, which have not been processed to pre-third-party adjudication step of the procedure, when such discussions are mutually agreed to by the parties;
- C. Notification to the Union of Work Rule changes made or contemplated by the Employer which affect employees of the Union;
- D. Dissemination of general information of interest to both parties;
- E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members including alleged violations of the Agreement involving the employees in the Bargaining Unit;
- F. Discussion of matters relating to Section 102.03.

Section 501.03 Written responses promised by the Employer or the Union during such meetings in regard to items raised by either party who attended such meetings shall be furnished to the receiving party within ten (10) days after such meeting, unless the parties mutually agree to a time extension.

Section 501.04 Either party may request an emergency Labor/Management Meeting. Such meeting will be held within forty-eight (48) hours; however, in the event the necessary Union or Employer representatives are not available, the meeting will be held as soon thereafter as the necessary representatives become available. An agenda will be submitted at the same time as the request for the special meeting.

Section 501.05 Labor/Management Meetings are viewed by the parties as necessary to the furtherance of this Agreement, and employees representing the Union involved in these activities shall be given sufficient time during duty hours without loss of pay or other benefits to perform these functions.

ARTICLE 502 HEALTH AND SAFETY

Section 502.01 The Employer shall provide a safe and healthful workplace for all employees in compliance with applicable State laws and regulations relating to the safety and health of its employees.

Section 502.02 In order to maintain and improve effective safety and health conditions, a joint committee entitled, "Health and Safety Committee", shall be composed of four (4) employees appointed by the Union and four (4) employees appointed by the Employer.

Section 502.03 The Health and Safety Committee will meet once every two (2) months, unless mutually agreed otherwise, to review, discuss and report on the various safety problems and activities. The Committee will review problems concerning health and safety and make recommendations to the Executive Director regarding any accident prevention programs, protective rules or devices, physical examinations, or other material deemed necessary.

Section 502.04 The employees appointed to the Committee by the Union shall be given sufficient time during duty hours without loss of pay to attend such meetings of the Committee.

ARTICLE 503 GRIEVANCE REPRESENTATIVES

Section 503.01 Employees selected by the Union to act as Union Representatives for the purpose of processing grievances under the Grievance Procedure and whose duties include discussion, investigation, processing and settlement of employee grievances; communication with the Employer, either orally or in writing; consultation with non-employee Union representatives; and representation of an employee at disciplinary or pre-disciplinary conferences and performance evaluation reviews as referred to in Section 401.05 shall be known as Stewards. An Alternate shall act as the Steward when the regular Stewards are absent from work. The Union shall be permitted four (4) Stewards, two (2) Alternates, and one (1) Chief Steward.

Section 503.02 The Union will furnish the Director of Human Resources with a written list of the names of the Chief Steward, Stewards and Alternate Stewards. Further, the Union shall promptly notify the Employer, in writing, of any changes therein.

Section 503.03 The Union Grievance Representatives (Stewards, Alternate Stewards and Chief Steward) will be provided up to nineteen (19) hours per week, that will be non-cumulative, in order to perform the duties of a Steward as outlined in Section 503.01. Each individual Steward will be allowed no more than eight (8) hours paid time per week to serve as a Union representative. The Chief Steward of the Union shall be responsible for the administration of the allocated Steward Time and shall see that no abuses of time occur.

Section 503.04 To secure pay for time off afforded by the Employer during their regularly scheduled working hours under Section 503.03 of this Article, the above-mentioned Stewards will be required to use the Authorization Form, which will be provided by the Employer for the accounting of such time, a copy of which is attached as Appendix B, and made a part hereof.

Section 503.05 The Chief Steward shall furnish the Director of Human Resources with a copy of the forms outlined in Section 503.04 of this Article on a monthly basis indicating the Union accounting of the allocated Steward time.

Section 503.06 If a Steward of the Union shall so request of his/her/their Supervisor, he/she/they shall be afforded such time off with pay in accordance with Section 503.03, for the purpose of carrying out the duties as outlined in Section 503.01, subject to the Employer's need to maintain coverage on that job and adequate notice having been given to enable the Employer to effect coverage. The Steward shall obtain the permission of the Supervisor whose area he/she/they desire(s) to enter.

Section 503.07 The Employer shall provide, upon request, confidential meeting space, if available, to the Union's Stewards for the purpose of carrying out the duties provided for by this Article.

ARTICLE 504 GRIEVANCE PROCEDURE

Section 504.01 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 504.02 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 504.03 A grievance may be brought by any employee. Where a group of employees decides to file a grievance involving a situation, breach, misinterpretation, or improper application of this Agreement affecting each employee in the same manner, one (1) employee shall process the grievance for the benefit of all affected employees. Such grievance shall be defined as a group grievance. The name of each employee or classification(s) if the use of classifications accurately defines the group, on behalf of which the grievance is filed, shall be listed on the initial grievance form. Group grievances shall be presented in the first instance to the Supervisor common to all employees in the group. The Grievance Procedure outlined in Section 504.07 shall be used throughout.

Section 504.04 If an employee who is a Union member has filed a grievance and ceases to be a Bargaining Unit employee before said grievance is resolved, and the Union determines that said grievance not being processed further may result in a detriment to the Union, the Union may continue processing the grievance as the Grievant throughout the Grievance Procedure.

Section 504.05 If the Employer fails to (a) meet with the Grievant within the timelines qualified in Section 504.07, or (b) to provide the Grievant with a response within the timelines specified in Section 504.07, then the Grievant may appeal to the next Step within seven (7) days. Any grievance not advanced from one Step to the next Step by the employee within the time limits of the Step shall be considered dropped by the employee at that Step. If, at any Step of the Procedure, the aggrieved employee, his/her/their representative, or the appropriate Employer representative should not be able to be present because of approved leave, time limits must be waived to allow the above parties to be present. The Department Directors, Division Directors, and HR Director will designate a designee who may sign for grievances for timeline purposes only.

Section 504.06 The written grievance shall state the specific Article(s) and Paragraph(s) of this Agreement alleged to have been violated, a brief set of facts, and the relief requested. No remedy will be recognized or awarded that is effective prior to the date the grievance is filed.

Section 504.07 Each grievance shall be processed in the following manner:

Informal Step:

- A. Employee orally notifies immediate Supervisor of grievance within ten (10) days from the date he/she/they could reasonably have expected to know of the occurrence. No grievance will be considered later than ten (10) days after the occurrence giving rise to the grievance nor later than ten (10) days from the date he/she/they could reasonably have expected to know of the occurrence. However, an employee on approved leave on a date of such occurrence may file a grievance within ten (10) days after he/she/they return(s) to work.
- B. The Supervisor may meet with the employee, and if the employee chooses, a Union Steward, to conduct discussion of the grievance immediately, if possible, but not later than five (5) days after oral notification.
- C. The Supervisor must give an oral decision to the employee on the grievance as soon as possible, but not later than five (5) days after the oral discussion.
- D. If the employee does not accept the decision of the Supervisor, and wishes to pursue the matter, the employee must file a formal written

grievance on the form contained in Appendix “C”, and attached to this Agreement, no later than ten (10) days after the oral decision with the Supervisor provided for in Paragraph C of this Section.

Formal Steps:

Step 1:

An employee having a grievance shall submit the grievance in writing, on the form contained in Appendix C and attached to this Agreement, to the employee’s Supervisor and his/her/their Supervisor. The grievance shall be signed by the employee and Steward, and the Supervisor shall sign the grievance upon receipt. The supervisor and his/her/their Supervisor shall meet with the employee and Steward within five (5) days after the grievance is submitted in an attempt to resolve the grievance. The Supervisor’s Supervisor shall submit an answer, in writing, to the employee and Steward within five (5) days after such meeting. A Union Steward having an individual grievance may ask any Steward or Union Officer to assist in adjusting the grievance with his/her/their Supervisor. No formal written grievance will be considered later than ten (10) days after the oral decision of the Supervisor. The Union shall provide the Director of Human Resources with one (1) courtesy copy of each formal grievance filed.

Step 2:

If the grievance is not satisfactorily settled at Step 1, the employee may file the grievance within seven (7) days after receipt by the employee of the Step 1 answer with the appropriate next level of supervision. The grievance shall be signed by the employee, Union Steward, and the next level of supervision upon receipt. The next level of supervision shall meet with the employee and Steward together with the employee’s Supervisor and his/her/their Supervisor to review and attempt to settle the grievance within seven (7) days after the grievance has been filed. The next level of supervision and/or the Deputy Director shall provide a written answer to the employee, the Steward, and the Director of Human Resources within seven (7) days after the Step 2 Meeting. If the next level of supervision is the Executive Director, Step 2 shall be omitted and the grievance shall be filed at Step 3.

Step 3:

If the grievance is not satisfactorily settled at Step 2, the Union may appeal to the Director of Human Resources in writing within seven (7) days after receipt of the Step 2 answer. Where Section 404.07 is used, the employee may file the grievance at Step 3 within ten (10) days after the last effective date of suspension, or in the case of dismissal, within ten (10) days of receipt of the Corrective Action Order. The Director of Human Resources and the Executive Director or designee shall, within fourteen (14) days of receipt of the appeal, meet with the aggrieved

employee, Steward, and any witnesses necessary to arrive at a resolution. The Executive Director shall render his/her/their decision in writing within fourteen (14) days subsequent to such meeting. In addition to the employee-grievant and the Steward, the employee-grievant may choose a non-employee representative of the Union or the Chief Steward to attend this meeting under Step 3.

Step 4:

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union or the Employer in accordance with Section 504.08 of this Article.

Section 504.08 The Employer or the Union, based on the facts presented, have the right to decide whether to arbitrate or appeal any grievance. The Employer's agent for authorizing arbitration is the Executive Director, and the Union's agent is the President or his/her/their designee. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of twenty-one (21) days from the final action taken on such grievance under Step 3 in the Grievance Procedure, and any grievance not submitted within such a period shall be considered dropped at that Step.

- A. Upon receipt of a notice to arbitrate, the parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice to arbitrate, and in the event the parties are unable to agree upon an arbitrator within a ten (10) day period, the party demanding arbitration shall, within five (5) working days, request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) impartial persons qualified to act as an arbitrator in accordance with its then applicable rules and regulations. Either party may reject one entire panel. Should either party determine that the first panel was totally unacceptable, an additional panel shall be requested by the party demanding arbitration within five (5) working days of receipt of notice of the rejected panel, and an arbitrator will then be selected by the representatives of the parties alternately striking names within seven (7) days of their receipt of the panel from the FMCS and selecting the remaining name after six (6) names have been struck. The party demanding arbitration shall notify the FMCS of the selection of an arbitrator's name within five (5) working days of the parties' selection of the arbitrator.
- B. The arbitrator shall render his/her/their decision within thirty (30) days of the close of the hearing. In rendering his/her/their decision, the arbitrator shall limit his/her/their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement. The arbitrator shall be without power or authority to make any decision: (1) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or

- any applicable law; (2) limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law or its rule-making powers not inconsistent with this Agreement; (3) implying any restriction or condition upon the Employer's "management rights", it being understood that the exercise of those rights is not inconsistent with this Agreement, except those restrictions as set forth specifically within this Agreement or are fairly inferable from the express language of any Article or Section herein; (4) which is based upon any collective bargaining agreement other than the one in effect at the time the grievance originated.
- C. The written decision of the arbitrator resulting from any arbitration or grievances hereunder shall be final and binding on the Employer, the Union, and the employee. The award, if in favor of the grievant, will be promptly implemented by the Employer, unless appealed by the Employer.
 - D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room, and the cost to obtain the panel of arbitrators shall be borne by the losing party. Where the arbitrator's award is not consistent with the total relief sought by either party, the cost shall be borne equally by both parties. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript.
 - E. Any employee whose attendance is required for such hearing, shall not lose pay or benefits to the extent such hearing hours are during his/her/their normally scheduled working hours on the day of the hearing.

Section 504.09 A grievance regarding issue(s) affecting the entire Bargaining Unit may, with the consent of the parties, be commenced at Step 3 of the Grievance Procedure.

A special conference will be held prior to the grievance being filed; said conference will be arranged between the Union President and the Director of Human Resources to review the issue(s) and processing of the grievance at the Third Step of the Grievance Procedure.

Section 504.10 An employee may present a grievance and have it adjusted without the intervention of the Union as long as such adjustment is not inconsistent with the terms of the Agreement. The Employer will provide notice to the Union of meetings to adjust the grievance (i.e., all grievance hearings). The Union shall have the right to attend the meetings as an observer.

ARTICLE 505 SUBSTANCE ABUSE POLICY

Section 505.01 The substance abuse policy utilized for all employees shall be the Summit County Substance Abuse Policy. (Appendix E)

Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, the Employer will encourage rehabilitation when possible rather than terminate the employment of workers who are drug or alcohol dependent. However, employees who violate this Substance Abuse Policy may be subject to discipline, up to and including termination of employment.

Section 505.02 This policy will be implemented in a consistent, non-discriminatory manner and shall not be used to harass or otherwise intimidate employees. All employees will be provided a copy of this Substance Abuse Policy prior to its implementation. In addition, employees will be provided information concerning the impact of the use of drugs and alcohol on job performance. Supervisors, managers, and Union stewards will be trained to recognize the symptoms of drug abuse, impairment and intoxication.

Section 505.03 All newly employed staff will receive the information in their orientation packet. No employee shall be tested until this information is provided to the employee.

Section 505.04 The laboratory taking the sample will separate a portion of the sample which can be tested at another approved laboratory, if the test indicates prohibited drugs have been used by the employee. Any such additional test costs shall be borne by the employee. The initial laboratory shall maintain custody of the separate sample and forward such sample to the second laboratory upon the Employer's request, if requested to do so by the employee.

Section 505.05 All laboratories approved for testing shall be state certified/licensed and to the extent possible, NIDA qualified. To the extent possible, employees will not be required to submit to testing at a laboratory with Agency clients being present.

Section 505.06 To the extent practical, employees will not be sent to an EAP facility that is normally used by Agency clients.

ARTICLE 601 BENEFITS

Section 601.01 -- Personal Leave Days

- A. All full-time employees shall be credited with sixteen (16) hours of Personal Leave per year. Such leave shall be credited during the initial pay period of each calendar year. Newly hired employees hired prior to June 30 of each year shall be credited with sixteen (16) hours of Personal Leave in the first full pay period following hire. Newly hired employees hired after June 30 of each year shall be

credited with eight (8) hours of Personal Leave in the first full pay period following hire.

- B. Personal Leave hours are non-cumulative and must be taken during the calendar year credited upon advance notice to the immediate Supervisor. Personal leave days used in conjunction with a holiday must be approved in advance by the Employer.
- C. Personal Leave shall not be used to extend a date of resignation or retirement, nor for the purpose of extending an employee's active pay status or accruing overtime or compensatory time.

Section 601.02 -- Continued Service Benefit

All part-time and full-time employees shall, on the appropriate anniversary date, receive a service bonus. The bonus amount will not be included in the employees' base rates of pay. The bonus will be paid on a one-time basis according to the following schedule:

- A. Completion of 5 years continuous service with the Employer - \$500.00;
- B. Completion of 10 years continuous service with the Employer - \$850.00;
- C. Completion of 15 years continuous service with the Employer - \$1,100.00;
- D. Completion of 20 years continuous service with the Employer - \$1,350.00;
- E. Completion of 25 years continuous service with the Employer - \$1,500.00;
- F. Completion of 30 years continuous service with the Employer - \$1,750.00.

Amounts currently in employees' base rates of pay shall remain in the base rates of pay.

Section 601.03 -- Life Insurance

Each full-time employee of the Employer who completes one (1) year continuous and satisfactory service (twenty-six (26) bi-weekly pay periods) shall be granted Term Life Insurance coverage in the amount of \$50,000.00 per employee. Costs of said Term Life Insurance shall be borne by the Employer.

All full-time employees may purchase additional Term Life Insurance coverage at the group rates defined by the provider.

Section 601.04 -- Mileage

All Bargaining Unit employees using their own vehicles in the performance of job-related duties shall be reimbursed at the applicable

IRS non-taxable mileage reimbursement rate. Parity with the IRS rate shall be maintained throughout the life of this Agreement.

All affected employees shall be reimbursed within seventeen (17) days after filing their reimbursement form. The Employer shall not be held responsible for conditions in the offices of the County Fiscal Officer, which may cause delay.

Section 601.05 -- Professional Liability Insurance

The Employer agrees to defend, indemnify and hold harmless its employees against claims which arise from professional services being offered by employees acting in good faith within the scope of their employment, and whose conduct is not adjudged by a court of competent jurisdiction to be intentional, malicious, wanton or reckless. The Employer shall have the option to provide such coverage in the form of group professional liability insurance but is not required to purchase such insurance to satisfy this contractual obligation.

Nothing in this Section shall be construed so as to limit, restrict or expand the provisions of Chapter 2744 of the Ohio Revised Code.

Section 601.06 -- Health Insurance and Prescription Card

Effective January 1, 2021 through December 31, 2024, the Employer shall provide a Group Health Insurance Plan and Prescription Card coverage, Dental Insurance and Optical Insurance for all full-time employees. The benefit level provided by the Employer shall be the same plans offered other Summit County Executive's employees. All employees shall contribute ten percent (10%) of the total monthly premium costs for either single or family health insurance or prescription card coverage.

The Employer shall provide vision and dental insurance coverage at the same levels provided to County employees, but without any premium cost for the employees.

Insurance coverage shall take effect on the first of the month following initial hire date for a permanent full-time position. For the purposes of this Section, full-time employee means an employee who works a scheduled work week of at least thirty-two (32) hours.

The Employer shall compensate employees, who choose to opt out of the health care, dental and optical plans, one hundred dollars (\$100.00) per month. This provision may be terminated anytime at the sole discretion of the Employer.

Section 601.07 -- Vacation

The Employer shall provide the following schedule of Vacation benefits:

- A. Each full-time employee shall be entitled to such hours of Vacation Leave as they may have earned in accordance with the herein stated schedule of Vacation benefits:

1. Each full-time employee, after service of one (1) year, shall have earned upon the attainment of the first year of employment and annually thereafter, eighty (80) hours of Vacation Leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Each full-time employee is entitled to use his/her/their accrued vacation after six (6) months of continuous service;
 2. A full-time employee with two (2) or more years of service shall have earned, and is entitled to, one hundred twenty (120) hours of Vacation Leave with full pay;
 3. A full-time employee with ten (10) or more years of service shall have earned, and is entitled to, one hundred sixty (160) hours of Vacation Leave with full pay;
 4. A full-time employee with fifteen (15) or more years of service shall have earned, and is entitled to, two hundred (200) hours of Vacation Leave with full pay;
 5. A full-time employee with twenty-two (22) or more years of service shall have earned, and is entitled to, two hundred forty (240) hours of Vacation Leave with full pay;
 6. Such Vacation Leave shall accrue to the employee at the rate of three and one-tenths (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six-tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each bi-weekly period for those entitled to one hundred sixty (160) hours per year; seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year; and nine and two-tenths (9.2) hours each bi-weekly period for those entitled to two hundred forty (240) hours per year.
- B. A part-time employee as defined in Section 103.01 who is regularly scheduled to work at least twenty-four (24) hours per week and completes one (1) year of service (26 bi-weekly pay periods) shall have earned and will be due forty (40) hours of Vacation Leave upon the attainment of one (1) years' service. Employees shall accrue Vacation Leave at the rate of 1.54 hours per bi-weekly pay period.
- C. Determination of total service for each full-time employee shall be calculated on the basis of the total years of service attained beginning with the date the individual became employed by the Employer, County, or any political subdivision of the State, except for intermittent staff hired after 5/22/01 who later become full-time employees. For such staff, determination of total service shall be calculated by dividing the total hours worked while employed as an intermittent at the Agency by eight-hundred (800) hours to determine

the equivalent years of service attained, with the provision that no such employee will receive more service credit than he/she/they could have attained as a full-time employee. Service carried over from another public Employer shall also be credited to these employees.

- D. Days specified as Holidays in Section 601.09 of this Agreement shall not be charged to an employee's Vacation Leave. No Vacation Leave shall be carried over for more than three (3) years. Employees who are approaching the three (3) year limit shall be notified at least six (6) weeks in advance and must be permitted to take Vacation time off before the limit is reached.
- E. In the case of the death of a County employee, the unused Vacation Leave and unpaid overtime to the credit of any such employee shall be paid to his/her/their estate.

Section 601.08 -- Vacation Schedule

Between January 1 and April 1 of each year, Employees may submit to the Employer their desired Vacation schedule (Vacation Request) for the period of May of the current year through April of the following year. Such Vacation Requests shall be determined by seniority. Such Vacation Request shall be returned to the employee with the determination of approved or disapproved no later than the first Monday in May of each year. Vacation Requests submitted after April 1 shall be returned to the employee, stating the Employer's approval or disapproval, no later than ten (10) working days from the date of submission. If two (2) employees in the same work unit submit their requests after April 1, the determining factor will be the first submitted request.

Nothing in this Section shall prohibit the employee from using Vacation time on short notice when arranged for with the Supervisor.

The parties recognize that the Employer, through the Executive Director, has the authority to determine the number of employees within each work unit that may be on Vacation at any given time; however, Vacations shall be granted at times and in amounts most desired by the employee whenever possible. Once an employee's Vacation time has been scheduled, the Employer shall not cancel such Vacation except for operational needs. If the employee feels his/her/their scheduled Vacation was canceled without good cause, the matter will be subject to the Grievance Procedure. The Employer will make a good faith effort to accommodate the employee in rescheduling the employee's Vacation.

Section 601.09 -- Holidays

Full-time employees are entitled to the following Holidays, with pay:

- 1. Employee's Birthday
- 2. New Year's Day

3. Martin Luther King Day
4. Washington-Lincoln (Presidents) Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Eve Day
13. Christmas Day

In addition, employees on temporary full-time status, absentee replacement status, or a special project assignment are entitled to any Holidays which fall during their assignment.

Employees who choose not to take their Birthday off on the day it falls must take their Birthday Holiday off within one (1) year after the Birthday occurs.

In the event that any of the aforesaid Holidays fall on Sunday, the Monday immediately succeeding shall be observed as the Holiday. In the event that any of the aforesaid Holidays fall on Saturday, the Friday immediately preceding shall be observed as the Holiday.

Section 601.10 -- Holiday Time

- A. In order to be eligible for Holiday pay, an employee must work his/her/their complete scheduled day before and complete scheduled day after any observed Holiday. For purposes of this paragraph, prior approved Vacation, Compensatory Time, verified Bereavement Leave, and time lost due to an overnight stay in the hospital will be considered as hours worked. Employees who are off the day before and/or the day after a Holiday for verified illness of the employee or a member of the employee's immediate family (as defined in this Agreement) will be eligible for the affected Holiday.
- B. An employee who does not work on a recognized Holiday shall receive eight (8) hours straight time pay at his/her/their regular hourly rate. If an employee's work schedule is other than Monday through Friday, he/she/they shall receive in addition to his/her/their regular hours' pay, eight (8) hours straight time paid at his/her/their regular rate for Holidays observed on his/her/their day off, which will not be considered as time worked for purposes of overtime pay calculation.
- C. All employees who work on a recognized Holiday shall receive eight (8) hours Holiday pay in addition to time and one-half their regular rate of pay for all hours worked on the Holiday.

- D. Employees electing to work a regular schedule of four (4) ten (10) hour days shall be required to convert to a five (5) eight (8) hour schedule during the week of an agency observed holiday. The employee will work within his/her/their regularly scheduled hours each day during the holiday week.
- E. During the week in which the Holiday falls, all time worked over eight (8) hours on a work day will be paid at the rate of time and one-half unless Sick Leave, Personal Leave, Compensatory time, or Vacation time is taken by the employee.

Section 601.11 -- Bereavement Leave

All employees shall be given a leave of absence with pay for three (3) days in the event of the death of a member of the immediate family with proper verification. An obituary notice or a statement from the Funeral Director if the employee's name is not listed in the obituary shall constitute proper verification.

Immediate family is defined as: Husband, wife, domestic partner, child(ren), mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter, daughter-in-law, son, son-in-law, grandchild(ren), grandparents, grandparent-in-law, legal guardian, or other person who stands in place of a parent.

Domestic partners are defined as a person that is in a personal relationship between two adults who do all of the following: (1) share a residence; (2) are in an exclusive relationship and intend to remain so indefinitely; (3) neither person is married to or legally separated from another person; (4) share responsibility for each other's common welfare; and (5) are each at least eighteen (18) years of age and mentally competent and not related to each other to a degree of closeness that would prohibit marriage.

Employees shall provide proof of domestic partnership in the form of at least two of the documents listed below, provided however, that if the employee provides a certificate of marriage or registration of domestic partnership that will be the only document provided or required in addition to the County's required Affidavit:

- Certificate of marriage from a state allowing same;
- Joint mortgage, deed or lease;
- Both of your drivers' licenses showing the same residence;
- Recent tax returns showing the same address;
- A common bill (e.g. utility bill, car loan, credit card);
- Evidence of a joint asset (investment account, automobile) or bank account;
- Beneficiary designation of one by the other under a life insurance policy;

- Registration of the Domestic Partnership with a state or other political subdivision.

The above definition of domestic partnership and the benefits associated with it shall be consistent with the County's Ordinance and policies. Employees are subject to IRS regulations related to domestic partner benefits.

Section 601.12 -- Continuing Education Flex-Time

Where operational needs permit, all full-time employees who have successfully completed their initial-hire probationary period shall be permitted up to four (4) hours per week (during the regularly scheduled work day) to take university courses for academic credit.

Eligible employees requesting approval for Continuing Education Flex-Time shall meet the following criteria:

1. The employee shall obtain approval that the desired class work is applicable to the employee's current job duties or in preparation for another position within the Agency.
2. The employee shall document that the class desired is not available at a time outside the regularly scheduled work day for the semester desired.
3. The employee shall make up hours missed from the regularly scheduled work day in the same work week any Continuing Education Flex-Time is taken.
4. Continuing Education Flex-Time shall be separate and distinct from compensatory time and will not directly or indirectly add to the accrual of compensatory time.
5. The employee shall submit a request for approval (on a form to be provided by Management) at least one (1) month prior to the registration deadline, when feasible, for the course work.
6. Selection of employees who have applied for Continuing Education Flex-Time shall be based on seniority with the Employer.
7. More than one (1) employee per line supervisory unit may participate at a time providing the supervisor determines that the unit can maintain an adequate level of staffing based upon operational need.
8. In the event of an emergency, Continuing Education Flex-Time changes may be canceled by the Supervisor for the duration of the emergency.

Section 601.13 -- Employee Assistance Program

It is agreed that the Employer shall have an Employee Assistance Program in place for all Bargaining Unit employees with costs being borne by the Employer. It is further agreed that employee participation in the Program shall be strictly confidential and voluntary.

Reports and studies sent to the Employer regarding employee usage of the Program shall be prepared in a format wherein employee confidentiality can be ensured. The Employer shall submit copies of said studies and reports to the Union President.

Employee use of the Program should not impinge in any way upon normal disciplinary procedures nor affect job expectations.

Section 601.14 -- Tuition Reimbursement Program

All full-time and part-time employees, after one (1) year of service with the Employer, are eligible to participate in the Tuition Reimbursement Program. The Employer shall provide full-time employees with Tuition Reimbursement not to exceed one thousand dollars (\$1,000.00) per semester/quarter for approved course work. The Employer shall provide part-time employees with Tuition Reimbursement not to exceed five hundred dollars (\$500.00) per semester/quarter for approved course work. Approval is conditioned upon the relevancy of the course content to the employee's current job duties or in preparation for another position within the Agency. The employee must also successfully complete the course, earning a grade of "C" or better. The Tuition Reimbursement Program is intended to cover tuition and service fees only; costs of transportation, parking, activity fees, books, and other miscellaneous fees are not allowable. To be eligible for reimbursement, the employee must submit to his/her/their immediate Supervisor a Request for Tuition Reimbursement Form prior to beginning the class. The Request must be approved by the immediate Supervisor, Department Head, and Division Director. Employees who participate in the Tuition Reimbursement Program must agree to continue employment with the Employer for a minimum of four (4) months per course completed. Work commitments begin after completion of the course and must be served consecutively, not concurrently. Employees who do not complete the work commitment are required to return the funds received under the Tuition Reimbursement Program.

Section 601.15 -- Family and Medical Leave

- A. Employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months shall be eligible to use Family and Medical Leave Act benefits. Eligible employees shall be entitled to up to twelve (12) weeks, leave of absence in any rolling twelve (12) month period measured by the twelve (12) calendar months immediately preceding

the first day upon which leave is to commence, for one (1) or more of the following reasons:

1. The birth or adoption of the employee's child (or foster care placement) within twelve (12) months of the event.
 2. To care for an immediate family member (spouse, child, parent only) with a serious health condition. (Any absence of three (3) days or more retroactive to the first day).
 3. For the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position (any absence of three (3) days or more retroactive to the first day).
- B. Spouses employed by the same Employer are jointly entitled to a combined total of twelve (12) weeks for childbirth, adoption or foster care, and such leave can only be taken within twelve (12) months of the birth or placement.
- C. When an employee is on FMLA, the employee must use all available paid Sick Leave, and Vacation and Personal Leave as appropriate during the period. Once all paid leave is exhausted, the balance of the FMLA will be unpaid.
- D. The total leave period, whether paid or unpaid, may not exceed twelve (12) weeks, or four hundred eighty (480) hours.
- E. Request for Family or Medical Leave must be submitted on the Employer's "Application for Unpaid Leave" form at least thirty (30) days prior to the requested time off, whenever feasible for foreseeable absences in excess of three (3) days.
- F. Request for leave due to a serious health condition of the employee, or of the employee's spouse, child or parent, must be supported by a signed statement utilizing the Employer's format and forms from an appropriate physician to verify a need for the leave.
- G. Employees otherwise eligible for Group Health Insurance, who are granted unpaid Family or Medical Leave, will continue to receive Group Health Insurance coverage for up to a twelve (12) week period.
- H. Family or Medical Leave may be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time rather than for one (1) continuous period of time and may include leave of periods from an hour or more to several weeks. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. To qualify for an intermittent or reduced leave schedule, appropriate documentation must be submitted.

- I. Upon return from Family and Medical Leave, the employee shall be returned to their same job duties in the same unit, department, and classification. In situations where the position is filled by a new hire during the employee's leave, the replacement will be reassigned to another position within the same classification upon the employee's return from such leave. In the event that the employee on leave decides not to return, the Employer may not be required to post the position and the replacement employee shall continue in that assigned position subject to the provisions of the Agreement.

Section 601.16 -- Licensure for Professional Staff

For licensed Caseworkers and Social Worker Assistants (SWA) who possess the Certificate of Registration from the State of Ohio, the Employer will pay the cost of the initial license/certification application fee, the initial test fee (where applicable), and the initial license/certification fee. In addition, the Employer will pay one-half (1/2) of the cost of license/certification renewal.

Section 601.17 -- Court Leave

The parties agree that it is the civic duty of every employee to testify or serve as a juror when called. Employees will be allowed paid time off to perform these duties except as provided herein. To be eligible for excused absence for Court duty, the employee must notify his/her/their supervisor upon receipt of the notice to serve and shall provide a copy of the subpoena or other document that requires the employee to report for Court duty. If selected for active duty, the employee must notify his/her/their immediate supervisor at the earliest possible convenience. The employee shall report for court duty each day as instructed by the Court. At times, the employee may be released from Court service during normal working hours; when this occurs, the employee is required to report for work when practical. The Employer will release to the employee a payroll check equal to the employee's standard pay for the hours missed while service on Court duty. The check is released with the understanding that funds received from the Court for the same time period will be surrendered to the Employer.

Employees subpoenaed to testify in issues related to non-employment matters shall be granted their leave of choice (i.e., vacation leave, personal leave, accrued compensation time, holiday time or time off without pay).

Section 601.18 -- Leave Donation Program

- (1) Purpose. The purpose of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious illness or injury of the employee or the employee's spouse, child or parent.

- (2) Employees may donate accumulated sick leave to another employee of the Employer and (1) may donate accumulated sick leave pursuant to this section, (2) who is otherwise eligible to accrue and use sick leave, and (3) is eligible to receive donated leave.

A. Eligibility to receive donated leave.

An employee may receive donated leave upon submission of a written request, supported by proper documentation, to the Director of Human Resources or depending on the circumstances, from an immediate family member or other person acceptable to the Director. Following receipt of the request for leave donation by the Director, an employee may receive donated sick leave up to the number of hours the employee is scheduled to work each pay period if the employee who is to receive the donated leave meets all of the following conditions:

1. The employee has a critical need for the donated leave due to an extraordinary or severe illness, injury or impairment or an extraordinary or severe illness, injury or impairment of the employee's spouse, child or parent, and such extraordinary or severe illness, injury or impairment is demonstrated with documentation certified by a medical doctor;
2. The employee has no accrued paid leave;
3. The employee has applied for and exhausted any other paid leave, Worker's Compensation or benefits program for which the employee is eligible; and
4. The employee is not paid from a restricted fund, where legal restrictions would prevent an employee from receiving donated leave pursuant to the Leave Donation Program.

- B. For the purposes of the Leave Donation Program, extraordinary or severe illness, injury or impairment is one that is life threatening and generally requires surgery with prolonged recovery period, or involves multiple traumatic injuries, or requires in-patient care in a hospital, hospice or residential medical care facility or related out-patient follow-up care; and has caused, or is likely to cause, the employee to terminate employment due solely to the absence of any available leave, but shall not include any mental, emotional or stress related medical condition, illness, claims or injuries, except for periods during hospitalization or institutional internment. Examples of extraordinary or severe conditions include heart attack, certain cancer conditions, and organ transplants. Examples of

conditions not considered extraordinary or severe include normal pregnancy/delivery, sprained ankle, chicken pox, cold, flu, migraines or elective cosmetic surgery.

- (3) Eligibility to donate leave. An employee may donate sick leave if the donating employee meets all of the following conditions:
 - A. The employee voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
 - B. The employee donates a minimum number of eight (8) hours of sick leave; and
 - C. The employee retains a sick leave balance of at least eighty (80) hours.
- (4) Status of employees on donated leave. Employees using donated sick leave shall be considered in active pay status and shall accrue leave and shall be entitled to all benefits that they are normally entitled to receive. An employee must use all accrued sick leave and donated sick leave before additional donated sick leave may be recovered. Donated sick leave time shall not be counted toward the probationary period of an employee receiving the donated leave during their probationary period. Donated sick leave shall not be converted to cash.
- (5) Transfer of leave.
 - A. The donated leave shall transfer in hours and shall not necessitate any transfer of funds. The hours shall be transferred on an hour-for-hour basis without regard for differences in hourly rate of pay.
 - B. Maximum amount of leave an employee may donate or receive through the Leave Donation Program:
 1. Donation.

In each calendar year an employee may donate no more than twenty-five (25%) percent of his or her accumulated leave in each calendar year.
 2. Receipt.

An employee, who otherwise qualifies to receive donated leave pursuant to this Section, may receive no more than two thousand eighty (2080) hours of donated leave except upon the approval of the employee's Appointing Authority.

Section 601.19 – Paid Parental Leave

Effective January 1, 2018, the Employer shall adopt the County's Paid Parental Leave Policy. The benefit levels provided by the Employer shall be the same as those offered to other Summit County

Executive's employees. The current County policy provides the following:

Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of parental leave for the birth or adoption of a child. However, often times the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for County of Summit employees to take up to a maximum of six (6) calendar weeks of continuous paid leave to provide necessary parental care immediately following the birth or adoption of a minor child.

To be eligible for benefits under Paid Parental Leave, an employee shall:

- A. Have been employed by the County of Summit for at least twelve (12) months;
- B. Have worked at least 1,250 hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
- C. Be the biological parent of a newly born child or legal guardian of a newly adopted child;
- D. Reside in the same residence as the newly born biological child or adopted child;
- E. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child; and
- F. Submit the request to the Human Resources Department on the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave.

Any employee who provides false or misleading information on the appropriate form under subsection F above, or who fails to submit the appropriate form under subsection F above, or the documentation under subsection D above, or who otherwise provides false or misleading information as to subsections C, or D above, shall be subject to discipline up to and including termination.

An employee who is eligible for Paid Parental Leave may take Paid Parental Leave for all hours of work during the six (6) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption.

The employee may elect to utilize intermittent Paid Parental Leave, provided, however, that the minimum amount of any portion of intermittent leave shall be one (1) full work day, and, in the event an employee elects to take intermittent Paid Parental Leave, the leave shall not extend beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption.

Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the Human Resources Department prior to any work day where the leave will be utilized.

Eligibility for taking Parental Leave shall begin on the exact date of the birth of an employee's child or on the exact day on which custody is taken by the employee for an adoption placement. If an employee adopts multiple children, the Paid Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee, so long as the children are adopted within six weeks of each other.

If an employee is the parent of more than one child born at the same time, the Paid Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee.

Employees will remain eligible to receive all employee provided paid benefits and continue to accrue all other forms of paid leave. The employee will receive all forms of paid leave, regardless of the pay status during the period of Parental Leave.

Employees are ineligible for overtime pay during the period of time they are receiving Paid Parental Leave, and in the event of intermittent use of Paid Parental Leave during any week where Paid Parental Leave is utilized by the employee.

An employee shall continue to receive their holiday pay, if they are receiving their full pay during the Paid Parental Leave period, and if they comply with all other policy or contractual provisions to receive holiday pay. Employees are ineligible to hold outside employment during the period of Paid Parental Leave.

Any employee found to be holding outside employment during Paid Parental Leave shall be subject to discipline up to and including termination. Any holiday pay received by an employee for any work day during the six (6) week calendar week period of Paid Parental Leave shall constitute the sole pay for the employee for those hours worked and shall not be in addition to the employee's Paid Parental Leave.

Additionally, the occurrence of any holiday during the six (6) calendar weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

Paid Parental Leave shall run concurrently with Family Medical Leave Act (FMLA) Leave, and employees using Paid Parental Leave who meet the eligibility requirements of the FMLA shall have the entire non-working period of Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, SCCS requires all accrued leave time be used, with the exception of comp time for Bargaining Unit employees. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.

An employee who would otherwise be eligible for Paid Parental Leave, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental, and the Paid Parental Leave shall not terminate due to the death of the child.

ARTICLE 602 COMPENSATION

Section 602.01 -- Wages

Effective January 1, 2021, employees will receive a three percent (3%) general wage increase not to exceed the maximum rate outlined in the salary schedule below.

Effective January 1, 2022, employees will receive a three percent (3%) general wage increase not to exceed the maximum rate outlined in the salary schedule below.

Effective January 1, 2023, employees will receive a three percent (3%) general wage increase not to exceed the maximum rate outlined in the salary schedule below.

In each of the three (3) years of this Agreement, a lump sum value, equal to three percent (3%) of the annual salary shall be given to those employees who exceed or who are already above the top of their salary scale (outlined herein) as a result of this general wage increase each year. Other than those employees whose rate of pay has been grandfathered to exceed his/her/their salary scale, no other employee shall be permitted to exceed max of range. The salary schedule shall be as follows:

Schedule C						
Classification	Pay Grade	Effective	Hourly Start	Annual Start	Hourly Max	Annual Max
Child Welfare	1	1/1/2021	\$26.00	\$54,080.00	\$38.99	\$81,099.20
Caseworker		1/1/2022	\$26.25	\$54,600.00	\$40.16	\$83,532.18
(Master's Degree)		1/1/2023	\$26.50	\$55,120.00	\$41.36	\$86,038.14

**To be eligible for the Masters Pay Scale a CW Caseworker must possess a Masters Degree in Social Service Administration, Social Work or Counseling (not including School Counseling).*

Classification	Pay Grade	Effective	Hourly Start	Annual Start	Hourly Max	Annual Max
Child Welfare Caseworker (Bachelor's Degree)	2	1/1/2021	\$22.00	\$45,760.00	\$33.89	\$70,491.20
SACWIS Subject Matter Expert (SME)		1/1/2022	\$22.25	\$46,280.00	\$34.91	\$72,605.94
		1/1/2023	\$22.50	\$46,800.00	\$35.95	\$74,784.11
Child Welfare Caseworker (Training)	3	1/1/2021	\$20.00	\$41,600.00		
		1/1/2022	\$20.25	\$42,120.00		
		1/1/2023	\$20.50	\$42,640.00		
Social Worker Assistant (SWA)/Social Service Aide (SSA)	4	1/1/2021	\$18.00	\$37,440.00	\$24.39	\$50,731.20
START Grant Family Peer Mentor		1/1/2022	\$18.25	\$37,960.00	\$25.12	\$52,253.14
		1/1/2023	\$18.50	\$38,480.00	\$25.88	\$53,820.73

Schedule D						
Classification	Pay Grade	Effective	Hourly Start	Annual Start	Hourly Max	Annual Max
Account Specialist	1	1/1/2021	\$18.00	\$37,440.00	\$24.39	\$50,731.20
Administrative Assistant II		1/1/2022	\$18.25	\$37,960.00	\$25.12	\$52,253.14
Adoption Subsidy Specialist		1/1/2023	\$18.50	\$38,480.00	\$25.88	\$53,820.73
Carpenter/Maintenance Worker						
Financial Eligibility Specialist						
Records Management Specialist						
Paralegal						
Quality Improvement Support Specialist						
Clerical Specialist (all departments /units)	2	1/1/2021	\$16.00	\$33,280.00	\$22.18	\$46,134.40
Legal Support Specialist		1/1/2022	\$16.25	\$33,800.00	\$22.85	\$47,518.43
Family Team Unit Scheduler		1/1/2023	\$16.50	\$34,320.00	\$23.53	\$48,943.98
Visitation Scheduler/Receptionist						

Classification	Pay Grade	Effective	Hourly Start	Annual Start	Hourly Max	Annual Max
Toy Room Store Keeper (Seasonal)	3	1/1/2021	\$15.00	\$31,200.00		
Toy Room Support Specialist (Seasonal)		1/1/2022	\$15.25	\$31,720.00		
		1/1/2023	\$15.50	\$32,240.00		

Schedule E						
Classification	Pay Grade	Effective	Hourly Start	Annual Start	Hourly Max	Annual Max
PC/Network Technician II	1	1/1/2021	\$24.00	\$49,920.00	\$37.30	\$77,584.00
PC Training Coordinator		1/1/2022	\$24.25	\$50,440.00	\$38.42	\$79,911.52
Computer Programmer		1/1/2023	\$24.50	\$50,960.00	\$39.57	\$82,308.87
PC/Network Technician I	2	1/1/2021	\$20.00	\$41,600.00	\$29.60	\$61,568.00
		1/1/2022	\$20.25	\$42,120.00	\$30.49	\$63,415.04
		1/1/2023	\$20.50	\$42,640.00	\$31.40	\$65,317.49

Section 602.02 -- Promotional Increments

Employees who are promoted shall receive a promotional increment in the amount of three percent (3%) or the start rate of the new scale, whichever is greater. However, in no event will the employee's pay rate exceed the top of their new scale.

Section 602.03 -- Shift Differential

Full-time employees and employees on absentee replacement status working four (4) or more hours between the hours of 3:00 p.m. and 7:00 a.m. shall receive a shift differential of forty cents (\$.40) per hour, except for Caseworkers and Nurses who shall receive seventy-five (\$.75) cents per hour. Employees whose regularly scheduled working hours require four (4) or more working hours between the hours of 3:00 p.m. and 7:00 a.m., and who are required to work beyond their regularly scheduled shift shall continue to receive the shift differential. Day-shift employees, who work beyond their regularly scheduled working hours, shall not receive a shift differential. Shift differential is to be added to the total wages and does not increase the base rate of pay. The shift differential will not be included for the calculation of Holiday, Vacation or Overtime pay.

Section 602.04 -- Computer Programmer Promotions

Any employee who is classified as a Computer Programmer Assistant shall be promoted to a Computer Programmer upon reaching the minimum qualifications for the Computer Programmer classification. The promotion shall be effective the first pay period after meeting said qualifications.

Any employee who is classified as a Computer Programmer shall be promoted to a Computer Programmer Analyst upon reaching the minimum qualifications for the Computer Programmer Analyst classification. The promotion shall be effective the first pay period after meeting said qualifications.

Section 602.05 -- After-Hours Beeper System

Caseworker staff may be needed to cover after-hours referrals and/or emergencies during the hours from 4:30 p.m. until 8:30 a.m. weekdays and twenty-four (24) hours a day on weekends and holidays beginning at 8:30 a.m. An After-Hours Beeper System will be maintained for any staff voluntarily wanting to provide beeper coverage. Following is the system to be used to cover such needs:

The After-Hours Compensation Rates for the After-Hours Beeper Staff on the After-Hours Beeper System for the periods of coverage noted above shall be in accordance with the following schedule:

Weekdays	-	\$40.00 per day
Weekends	-	\$50.00 per day
*Holidays	-	\$60.00 per day

*Holiday Rate is paid for both the actual and Employer-observed holidays only on New Year's Day, July 4th, and Christmas Day. All other holidays are paid the Holiday Rate only on Employer-observed holidays.

Primary Beeper staff are paid the After-Hours Compensation Rate whether called or not.

Actual time required to respond to an after-hours call shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for actual time worked. The employee will be granted a minimum of three (3) hours of call-out pay for the first call-out only. Additional pay for calls received during the three (3) hour period will begin after the three (3) hours have expired. If an employee is called from the Waiting List and works, he/she/they shall receive the same After-Hours Compensation Rate provided to the Primary beeper person, in addition to all other rates of pay and minimums described herein.

The After-Hours Beeper Schedule will be comprised of two lists: a Primary and a Waiting List. The Primary List will consist of seven (7) staff with each staff person assigned to a day of the week. The Waiting List may have a multiple number of staff assigned per each day of the week. Scheduling will occur for each day of the week to ensure that a beeper person is scheduled for each of the days of the year. (Example: every Monday of the year, every Tuesday, etc.)

Multiple Assignments: Staff may request to be selected for multiple assignments (i.e., every Tuesday and Thursday, or other combination of assignments on the Waiting List, or the assignment of one (1) of the days on the Primary List and one other day on the Waiting List). Staff are limited to two (2) assignments unless an inadequate number of respondents are received.

Filling Open Slots on After-Hours Beeper Schedule:

Primary List: As staff assigned to the Primary List withdraw or vacate the day assigned to them, the opening will be filled in the following manner:

First, the assignment will be offered to all other staff on the After-Hours Beeper schedule based on the length of continuous service time on the After-Hours Beeper Schedule.

Second, if the opening is still not filled then an Announced Opening will be tendered to all Caseworkers in the agency in order to fill the Primary day opening. Final staffing selection rests with the Department Head of Intake Services based upon Caseworker seniority.

Waiting List: Each day of the Waiting List will be maintained at a minimum staffing level of one (1) staff. On any particular day that already has more than one (1) staff, openings will be filled automatically by those staff next in line on the Waiting List.

At any time there is an opening, the opening will be filled in the following manner:

First, the assignment will be offered to all other staff on the After-Hours Beeper Schedule based on the length of continuous service time on the After-Hours Beeper Schedule.

Second, if the opening is still not filled then an Announced Opening will be tendered to all Caseworkers in the agency in order to fill the opening. Final staffing selection rests with the Department Head of Intake Services based upon Caseworker seniority.

It is understood that staff assigned to the existing After-Hours Beeper Schedule shall not be displaced when filling open slots on the Beeper Schedule.

For the purposes of Section 602.05 Caseworker seniority shall be defined as: total Caseworker seniority with the Employer, including previous employment as a Caseworker with the Employer (if worked in the previous five (5) years). Initial-hire Probationary Period must be served including the initial-hire Probationary Period for re-hire.

The Employer may deviate from the order on the beeper list referenced in this Section when it is determined that a forensically trained Caseworker is necessary to handle the emergency. Also, the Employer may assign gender specific workers should it be necessary to case specific situations.

Beeper Worker Expectations:

Primary and Waiting List beeper staff are expected to fulfill the entire coverage period for their assigned day.

Primary and Waiting List beeper staff shall provide a minimum of one (1) weeks' notice to the Intake Department Head for scheduled unavailability unless otherwise agreed upon by worker and Intake Department Head. Once a staff person voluntarily places his/her/their name on the After-Hours Beeper List, he/she/they implicitly agree(s) to provide coverage as needed for the day they pre-select unless he/she/they remove(s) his/her/their name from the list.

Beeper staff who fail to fulfill their commitment for their assigned day shall be immediately removed from the After-Hours Beeper Schedule and shall be ineligible to participate in the After-Hours Beeper System for six (6) months.

Should the Primary beeper worker be unavailable the first staff on the Waiting List shall function as the Primary beeper staff for that day.

Primary and Waiting List beeper staff shall:

1. Keep their beepers on and in working order for entire assignment period;
2. Respond and accept all beeper calls within ten (10) minutes;
3. Complete all paperwork, computer work, and other related case record information at time of beeper activity.

Qualifications: A minimum of six (6) months' experience as an Employer's Caseworker and completion of initial-hire Probationary Period are required prior to being placed on any beeper assignment. Caseworker staff are required to have after-hours Intake beeper, referral or case plan experience within the last six (6) months. To be eligible for placement on either the Primary or Waiting List, the interested staff person must not have been issued a Corrective Action Order on a Group II or Group III work rule violation during the previous twelve (12) months, unless the Corrective Action Order is under appeal.

Notice of Withdrawal: A minimum of fourteen (14) days' notice to the Department Head of Intake Services is required before beeper staff may withdraw from the After-Hours Beeper Schedule.

Reference to Other Sections: It is expressly agreed that Section 304.01 and Section 304.03 (Article 304 -- Report and/or Call-In Pay) do not apply to Section 602.05 (After-Hours Beeper System).

Section 602.06 -- Emergency Placement Beeper System

The after-hours beeper compensation rate for the Emergency Placement Beeper shall be \$31.42 per weekday and \$35.00 per weekend day and holiday. The Caseworkers – Emergency Placement Coordinator shall be on beeper duty before and after their shift every day and twenty-four (24) hours per day on weekends and agency-recognized Holidays.

Section 602.07 -- Bilingual Compensation

A bilingual stipend of \$1.00 per hour will be paid to those Child Welfare Caseworkers who are proficient in a second language to perform direct case work duties for clients/families who have Limited English Proficiency (LEP) or are Non-English Speaking (NES). This stipend is not authorized for minor or incidental use of a second language, or for work done on cases outside the employee's assigned caseload, unless otherwise approved by the employee's Department Director.

Employees who believe they are eligible for the bilingual stipend must notify the HR Department prior to performing translation or interpretation services.

ARTICLE 603 OBLIGATION TO NEGOTIATE

Section 603.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/ negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 603.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed the Agreement, except as provided by O.R.C. 4117, et seq.

ARTICLE 604 TOTAL AGREEMENT

Section 604.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, or applicable arbitration decisions, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio laws, including specifications under or related to those laws.

ARTICLE 605 SEVERABILITY

Article 605.01 This Agreement shall be subject to any applicable or future laws of the State of Ohio and the United States of America. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable to negotiate a legal alternative provision(s). Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

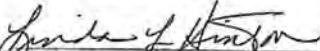
ARTICLE 606 CONTRACT DURATION


Section 606.01 – Duration and Termination

This agreement shall remain in full force and effect from January 1, 2021 to December 31, 2023, inclusive. Notice to negotiate a successor Agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration date of this Agreement.

In Witness Whereof, the parties hereto have set their hands to duplicate copies hereof, this 16th day of December 2020.


FOR COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 4546



Linda Hinton
International, Vice President


Robin Schenault
President, Local 4546


Todd Kutzera, LSW
Vice President, Local 4546

FOR SUMMIT COUNTY CHILDREN
SERVICES


Anne M. Connell-Freund
SCCS Board Chairperson


Julie Barnes, M.Ed., LSW
Executive Director


Valarie A. Nash, SHRM-SCP, CLRP
Deputy Executive Director, HR & Support
Services

LETTERS OF UNDERSTANDING

Attendance at Workshops:

The parties agree to the following provisions for employees attending approved workshops/seminars:

1. Supervisors will provide coverage for employees attending workshops/ seminars; and
2. Supervisors will not rescind workshop/seminar attendance within two (2) weeks of the scheduled date.

It is understood that any changes to the above provisions may be made only by mutual agreement between the supervisor and employee.

Workshops/seminars held off site are considered to be full work days unless scheduled for less than six (6) hours for those employees working eight (8) hour shifts only.

Seasonal Toy Room:

Seasonal Full-Time and Seasonal Part-Time definitions will no longer exist in the 1997 through 2000 Collective Bargaining Agreement. However, any employee hired into or assigned to the "Christmas Room" (or "Toy Room") during the Christmas Season will be classified as Toy Room/Storekeeper 1 or Toy Room Support Specialist and will continue to be placed on Seasonal Status, as defined in the 1985-1987 Collective Bargaining Agreement, and will maintain recall rights from year to year (conditioned upon the absence of any Group Three (3) corrective actions received in accordance with Article 404 by the employee during the previous Toy Room assignments), or until such time that they voluntarily leave the Agency, or become regular full-time employees. In addition, employees assigned to the Toy Room from other classifications shall continue to receive the rate of pay for their regular classification.

Clerical Specialists Lateral Transfers:

For purposes of Section 403.13, the positions of Clerical Specialists, Clerical Specialist-Front Desk (Evenings), Clerical Specialist/Front Desk (Days), Clerical Specialist-Mail Room/Call Board Operator, Clerical Specialist-Medical, and Toy Room Support Specialist are defined as lateral transfers and will have lateral transfer rights pursuant to Section 403.08.

SACWIS Subject Matter Expert (SME) & Caseworker Classifications:

The parties agree that for the purposes of Section 403.13, the classification of SACWIS SME and Caseworker classifications are defined as lateral transfers and employees in those classifications will have lateral transfer rights pursuant to Section 403.08. Caseworkers who bid

into SACWIS SME classification will be placed on the applicable pay scale for the SACWIS SME classification.

Letter of Understanding RE: Section 102.01 & 102.03:

The parties agree that should the classifications listed below be filled in the future, said titles will automatically be Bargaining Unit positions and will be placed on the salary scale to which they were previously assigned:

Account Clerk II
Account Specialist II
Account Specialist III
Account Specialist IV (Degree)
Account Specialist IV (No Degree)
Adoption Subsidy Specialist IV (Degree)
Adoption Subsidy Specialist IV (No Degree)
Adoption Subsidy Specialist/Financial Eligibility Specialist IV (Degree)
Auto Mechanic/Maintenance Worker II
Carpenter I
Carpenter/Building Maintenance Worker
Child Welfare Caseworker I
Child Welfare Caseworker I-A
Child Welfare Caseworker I-B
Child Welfare Caseworker I-C
Child Welfare Caseworker NLE I-A
Child Welfare Caseworker NLE I-B
Child Welfare Caseworker NLE I-C
Child Welfare Caseworker II-A
Child Welfare Caseworker II-B
Child Welfare Caseworker II-C
Child Welfare Caseworker NLE II-A
Child Welfare Caseworker NLE II-B
Child Welfare Caseworker NLE II-C
Child Welfare Caseworker III-A
Child Welfare Caseworker III-B
Child Welfare Caseworker III-C
Child Care Worker II
Clerk II
Clerical Specialist/Branch Office
Clothing Resource Specialist
Clothing Room Assistant
Community Educator
Community Health Worker
Community Health Worker/Managed Care
Community Relations Specialist
Computer Programmer Analyst
Computer Programmer Assistant
Cook
Database Administrator
Day Care Worker
Dental Assistant
Dental Secretary

Family Interaction Center Scheduler/Receptionist
Financial Eligibility Specialist I
Financial Eligibility Specialist II
Food Service Worker I
Forms Specialist/Callboard Operator
Groundskeeper I
Groundskeeper II
Help Desk Coordinator
Homefinding Recruiter
Information Referral Specialist
Legal Support Specialist I
Legal Support Specialist II
Librarian I
Maintenance Worker II
Medical Assistant
Medical Coder/Biller
Medical Secretary
Medical Support Specialist
Nurse
Painter I
Painter II
PC Network/Telecom Tech
PC Training Coordinator
Quality Review Specialist
Records Audit Specialist
Records Audit Specialist/Closed Records
Records Audit Specialist/Intake
Records Audit Specialist/Transfers
Records Floater
Records Specialist – Closed and Open Records
Records Specialist - Closed Records
Records Specialist - Document Imaging
Records Specialist - Open Records
Recreation Aide
Recreation Coordinator
Research Analyst
Research Support Specialist
SACWIS Training Coordinator
SAR Scheduler
Senior Day Care Worker
Shipping/Receiving Worker
Social Service Aide II
Social Worker Assistant-Camp Coordinator
STARS Clerical Specialist – Family Interaction Center
Scheduler/Receptionist
STARS Social Service Aide II
Tutor
Volunteer Program Assistant
Volunteer Services Coordinator
Volunteer Services Specialist
Web Developer

Letter of Understanding RE: Section 302.12:

It is understood that the following position/shift for Social Worker Assistant (SWA) or Social Service Aide (SSA) working in the Visitation Units are exempted from Section 302.12:

One (1) staff whose shift includes Saturdays, 10:00 a.m. to 6:00 p.m.

It is also understood that the shift noted above will continue to be staffed by the person with the least amount of seniority as a Social Worker Assistant (SWA) or Social Service Aide (SSA) absent volunteers for that shift.

RE: Groundskeeper Promotion:

The parties agree that should the Employer hire a Groundskeeper in the future, the language in the 2012-2014 Collective Bargaining Agreement, Section 602.07, will be restored as if fully written into the successor CBA.

RE: Medical Clinic Beeper:

The parties agree that should the Employer open a medical clinic in the future, the language in the 2012-2014 Collective Bargaining Agreement, Section 602.09, will be restored as if fully re-written into the successor CBA.

RE: Fair Share Fee:

The parties agree that in the event that Fair Share Fees become legal in the public sector in the future, the language in the 2018-2020 Collective Bargaining Agreement, Article 105, will be restored as if fully written herein.

CWA LOCAL 4546 MEMBERSHIP APPLICATION



Name _____ Address _____
City _____ Zip Code _____ Soc. Sec. No. _____
Classification _____ Personal E-Mail: _____
Cell Phone: _____ Residence Phone _____

Authorization To Make Payroll Deduction Of Union Membership Dues

Employee _____ Soc. Sec. No. _____
Last _____ First _____ MI _____

I hereby authorize and direct my employer, Summit County Children Services Board, to deduct from my earnings an amount equal to my regular Communications Workers of America Union dues as certified to my employer by the Communications Workers of America, and you are directed to deduct such amounts to be made payable to Communications Workers of America, AFL-CIO. This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until cancelled by completing and signing a Union Membership Withdrawal Form signed by me and submitted to the Local Union President, who will immediately notify the employer. This cancellation of authorization must be submitted during the fourteen (14) day period prior to each anniversary date of the current or subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement. This authorization is to be effective as of the date below.

Signature _____ Date _____

Notice: "No Charitable Deduction" Notice Requirement. Union dues are not deductible for income tax purposes as charitable contributions, although they may be deductible as business expenses in accordance with appropriate provisions of the Internal Revenue Code



APPENDIX B
STEWARD TIME

NAME:	DATE:
DEPARTMENT:	GRIEVANCE NO.:

Meeting with Sup./Admin.	Leaving Area	Check One
Began: _____ AM P M	Left: _____ AM PM	___ Investigate Grievance
Ended: _____ AM P M	Pass To: _____	___ Consult
	Returned: _____ AM PM	AM Began: _____ PM
Supervisor/Administrator: _____	Supervisor: _____	AM Ended: _____ PM Supervisor/Administrator: _____

Steward: _____

APPENDIX C
GRIEVANCE FORM

GRIEVANCE NO _____
DATE _____

EMPLOYEE _____ DEPARTMENT

CLASSIFICATION _____ SUPERVISOR

STATEMENT OF FACT AND DATE OF OCCURRENCE:

CITE SPECIFIC ARTICLE & PARAGRAPH OF AGREEMENT OF
ALLEGED VIOLATION:

RELIEF SOUGHT:

SUPERVISOR (Signature)

EMPLOYEE (Signature)

Date Received

Accompanying Steward (Signature)

LAYOFF SERIES

SERIES #1	
JOB CLASSIFICATION	GRADE
Child Welfare Caseworkers SACWIS Subject Matter Expert (SME)	C 1, 2 & 3
Social Worker Assistant (SWA) Social Service Aide (SSA) START Grant Family Peer Mentor	C 4
SERIES #2	
JOB CLASSIFICATION	GRADE
Carpenter/Maintenance Worker	D 1
Toy Room Store Keeper	D 3
SERIES #3	
JOB CLASSIFICATION	GRADE
Paralegal	D 1
Legal Support Specialist	D 2
SERIES #4	
JOB CLASSIFICATION	GRADE
Account Specialist Adoption Subsidy Specialist Financial Eligibility Specialist	D 1

*Employees in Series #3 & 4 who are unable to bump within their series due to seniority are permitted to bump less senior employees in Series #5 – D2 pay scale classifications.

SERIES #5	
JOB CLASSIFICATION	GRADE
Records Management Specialist	D 1
Quality Improvement Support Specialist	D 1
Administrative Assistant II	D 1
Family Team Unit Scheduler Visitation Scheduler/Receptionist	D 1
Clerical Specialist Toy Room Support Specialist	D 2
SERIES #6	
JOB CLASSIFICATION	GRADE
Computer Programmer PC Training Coordinator PC/Network Technician II	E 1
PC/Network Technician I	E 2

APPENDIX E
**COUNTY ORDINANCE 169.28 SUBSTANCE ABUSE
PREVENTION POLICY**

- (a) Purpose. The County of Summit has a strong commitment to the health, safety, and welfare of its employees, their families and the public. Widely available statistics and information establish that the incidence of controlled substance and alcohol abuse is increasing and the effect is devastating to lives, businesses, and the community at large. The County of Summit is concerned that, in the event of substance abuse among our employees, the safety of our employees and the public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by employees. It is the goal of the County of Summit to provide a safe workplace by eliminating the hazards to health and safety created by substance abuse. We believe this goal to be in the best interest of our employees and the general public.

- (b) Implementation. The County Executive is responsible for implementing and communicating Substance Abuse policies and procedures. Any questions regarding these policies should be directed to the County Executive and/or designee.

- (c) Voluntary Admission of Problem. Employees are encouraged to voluntarily admit problems with controlled substances and alcohol prior to violating these policies. Employees who voluntarily admit problems with substance abuse prior to violating these policies will not have his or her employment security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline or discharge where the appointing authority initiates corrective action for violation of these policies. Rather, an employee who seeks treatment on his or her own initiative is in a better position than one who brings up a substance abuse problem for the first time in response to an investigation by the County of Summit. It will be the responsibility of the employee to comply with the County of Summit's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination. An employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment. Referral to a rehabilitation program is designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, or dispense drugs in the workplace.

- (d) Applicability. This policy applies to all employees of the County of Summit, including all levels of management while on duty, while subject to duty, and while riding in a County owned vehicle. This policy also applies to situations where an employee's off duty or off-premises conduct impairs work performance. The County of

Summit wants to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves.

(e) Violations. It is a violation of this policy to do any of the following:

(1) Report to duty or remain on duty while having an alcohol concentration from a breathalyzer test of .02 or greater;

(2) Report to duty or remain on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless such use has been approved by a licensed medical doctor and reported to the County Executive's designee);

(3) Test positive for controlled substances (a positive test is defined as a test showing controlled substance concentrations in excess of the threshold amounts set forth in subsection (i) of this Section);

(4) Possess alcohol, controlled substances or drug paraphernalia while on duty;

(5) Use alcohol or controlled substances while on duty;

(6) Refuse to submit to a pre-employment, post-accident, reasonable suspicion, return-to-duty, or follow-up alcohol or controlled substance test.

(f) Consequences of a Violation.

(1) If an employee violates any of the policies set forth in this Substance Abuse Prevention Policy:

A. The employee may be disciplined, up to and including termination.

B. If the employee is disciplined in any other way than being terminated under subsection A. above:

1. The employee may be reassigned.
2. The employee will be provided with information regarding the services available for substance abuse.
3. The employee will be referred for an evaluation by a substance abuse professional.
4. The employee will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing.

(2) Violation of subsection (e)(6) of this Section will result in immediate termination (See subsection (k) of this Section for definitions of what constitutes refusal to submit).

(g) Legally Prescribed Drugs and Non-prescription Medications. The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, when taking any prescription or non-prescription medication which may interfere with the safe and effective performance of their duties, employees are encouraged to consult their licensed medical doctor and report such use to the County Executive's designee. Certification from a medical doctor that an employee is able to perform the normal functions of their position may be required before the employee will be allowed to continue working. This requirement includes medical marijuana that has been recommended by an authorized medical doctor and dispensed by a licensed marijuana dispensary in accordance with the requirements of the Ohio Revised Code and any related regulations.

(1) Medical marijuana.

A. Any County employee who is using medical marijuana shall report such use to the County Executive's designee, shall provide evidence (i) of the employee being registered with the state patient registry, and (ii) of a recommendation from a medical doctor who has a certificate to recommend its use, and (iii) that the medical marijuana was obtained from a licensed marijuana dispensary.

B. An employee who has a recommendation for medical marijuana who tests positive for marijuana shall be treated as using an appropriately prescribed drug when they have complied with the requirements of subsection (g)(1)A. and have used the marijuana in compliance with the physician's recommendations.

(2) Use of medical marijuana. Use of medical marijuana is prohibited as follows:

A. By employees who are required to hold commercial driver's licenses in the course of their employment.

B. By employees who are required and/or permitted to carry firearms in the course of their employment.

C. By an employee so as to cause them to be under the influence of medical marijuana during the scope and course of their employment.

D. By an employee during the scope and course of their employment.

(3) Possession of medical marijuana. An employee is prohibited from possessing medical marijuana and related paraphernalia while on County property or in a County vehicle.

(h) Types of Testing for Alcohol and/or Controlled Substances.

(1) Commercial driver's licenses. All employees who are required to hold commercial driver's licenses shall be subject to testing for alcohol and/or controlled substances as required by federal and State of Ohio law.

(2) Firearms. All employees who are required and/or permitted to carry firearms in the course of their employment shall be subject to testing for alcohol and/or controlled substances pursuant to a testing program established by their appointing authority. Each appointing authority that has employees who are required to carry firearms shall establish a testing program and shall provide a copy of its program's policies and procedures to the County Executive.

(3) Other employees. All employees, other than those described in subsections (h)(1) and (2) of this Section shall be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

A. Pre-employment Testing: Prior to an offer of employment with the County of Summit, the applicant for employment shall be tested for controlled substances and alcohol. The applicant shall not be hired unless the controlled substance and alcohol tests are negative. Any applicant who refuses a controlled substance and/or alcohol test shall not be hired. An applicant who is not hired due to the applicant's refusal to submit to a test for controlled substances and/or alcohol or due to a positive test for controlled substances and/or alcohol shall be ineligible to apply for County employment for a period of one year.

1. Consent form. Prior to pre-employment testing, the appointing authority shall present a standard form issued by the County Executive to the applicant consenting to the pre-employment testing.

2. Right of appeal. If the pre-employment test is positive, the applicant shall have the right to file a written appeal to the Commission concerning the validity of the test. The Commission's rules concerning appeals of employment decisions shall apply. The Commission may rule that the test is valid or order that a second test be performed. The order of the Human Resource Commission is final. If the test is ruled valid, the applicant shall not be hired. If a second test is ordered and the test is positive, the applicant shall not be hired.

B. Post-accident Testing: All employees who may have caused or contributed to an accident on duty, as defined below, and where there is reasonable suspicion of use of alcohol and/or controlled substances, as set forth in subsection C. below, that employee will be required to submit to drug and/or alcohol testing. The test will be administered as soon as possible after the employee involved has received the

necessary medical treatment, or within 8 hours for alcohol testing and 32 hours for testing of controlled substances. An accident is defined as an unplanned, unexpected, or unintended event that occurs during the conduct of County business, or during work hours, including but not limited to, an event in the course of County business that results in:

1. A fatality,
2. Bodily injury requiring off-site medical treatment,
3. Vehicular damage where the driver is cited and requires the damaged vehicle to be towed, or
4. Property damage.

A positive drug test or refusal to submit to a test after an accident may affect the employee's eligibility to receive Workers' Compensation benefits under Chapters 4121 and 2123 of the Ohio Revised Code and may also result in termination. An employee that tests positive for a medical marijuana product during post-injury drug testing shall not be eligible for Workers' Compensation even though the employee has a recommendation for that use from a physician who is properly certified to make the recommendation.

C. Reasonable Suspicion Testing: A trained supervisor or official may require an employee to undergo testing for alcohol and/or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:

1. Observable phenomena, such as direct observation of controlled substances and/or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of controlled substances and/or alcohol, such as, but not limited to, slurred speech, dilated pupils, odor of alcoholic beverage or marijuana, changes in affect, dynamic mood swings, etc.;
2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance which appears to be related to substance abuse and does not appear to be attributable to other factors;
3. An employee being charged with unauthorized drug possession, use or trafficking;
4. Repeated or flagrant violations of the appointing authority's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse or substance use and do not appear to be attributable to other factors.

(4) Transportation of employee. An employee who is being tested under subsection (h)(3)B. of this Section shall be transported to the collection facility and then home by an appointing authority-arranged neutral third party (such as a taxi or a designated County employee).

(5) Return-to-Duty Testing. Before an employee who has been found to be in violation of this policy may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than .02 concentration from a breathalyzer test, and the controlled substance test must be negative or such employee will not be permitted to return to duty and shall be terminated. An employee who is terminated due to the failure of a return-to-duty alcohol or controlled substance test shall be ineligible to apply for County employment for a period of one year.

(6) Follow-up Testing. When an employee has been found to be in violation of this policy, the employee will be subject to a minimum of four (4) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty. The results of any follow-up alcohol test must show less than .02 concentration and any follow-up-controlled substance test must be negative or such employee shall be terminated. An employee who is terminated due to the failure of a follow-up alcohol or controlled substance test shall be ineligible to apply for County employment for a period of one year.

- (i) Controlled Substance Testing Process. All controlled substance tests and confirmation tests shall be conducted by a laboratory certified under the United States Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs". The County of Summit and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the County of Summit and the laboratory shall be consistent with the collection and testing procedures established by the United States Department of Health and Human Services and required by the United States Department of Transportation and shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the County of Summit's representatives and donors. There shall be a Medical Review Officer ("MRO"). The MRO is a licensed medical doctor specially trained in substance abuse disorders. If a test is positive, the MRO gives the employee a chance to provide a legitimate medical explanation, such as a legal prescription or recommendation, for the positive result. If the explanation and subsequent proof satisfy the MRO, the MRO reports a negative drug test to the County of Summit. Each specimen will be tested for and subject to cut off levels based on Department of Transportation regulations contained in 49 CFR Part 40. The County reserves the right to test for additional substances at its discretion.

The cost for all testing under this Policy is the responsibility of the County of Summit. However, if an employee disagrees with the positive test results, he or she may request that the sample be re-

tested using a split specimen from the original sample through the County's substance abuse testing vendor. The employee is responsible for the costs associated with this additional test. If the re-test comes back negative, the employee will be reimbursed for the cost of the test and not be considered in violation of this policy.

- (j) Alcohol Testing Process. Alcohol tests shall be administered using a breath or saliva initial screen with a confirmatory evidential breath test ("EBT") administered by a trained breath alcohol technician ("BAT") or a law enforcement officer certified to conduct such tests. All tests shall be administered in accordance with federal standards for alcohol testing.
- (k) Refusal to Submit to a Test. Refusal to submit to any of the alcohol or controlled substance tests required by this policy shall result in the employee's immediate termination. Actions constituting a refusal to submit to a test include:
 - (1) Failing to provide adequate breath for alcohol testing;
 - (2) Failing to provide adequate urine for controlled substance testing;
 - (3) Engaging in conduct that clearly obstructs the testing procedure;
 - (4) Failing to remain readily available for a post-accident test;
 - (5) Attempting to substitute and/or adulterate the specimen;
 - (6) Attempting to delay a test.
- (l) Compensation of Employees Subject to Testing. Employees subject to random testing shall be compensated while away from duty undergoing testing unless the result is positive. Employees subject to reasonable suspicion testing shall not be compensated while away from the job undergoing testing or while awaiting test results unless the test result is negative. An employee subject to reasonable suspicion testing cannot resume their duties until the test result is received. If a test result is positive, the employee cannot return to work until the employee has:
 - (1) Been cleared to return to duty by the Employee Assistance Program treatment provider; and
 - (2) A negative return to duty test result is received by the County of Summit.
- (m) Non-supervisory Employee Training. All non-supervisory employees shall receive at least one (1) hour of training every two years covering the County of Summit's written policy and the dangers of, and signs and symptoms associated with, substance abuse. The training will be presented by a qualified trainer, or a

person supervised by a qualified trainer holding one of the following substance-use credentials:

- (1) Substance Abuse Professional (SAP),
 - (2) Certified Employee Assistance Professional (CEAP),
 - (3) Certified Chemical Dependency Counselor (CCDCIII),
 - (4) Ohio Certified Prevention Specialist (OCPS 1 or 2).
- (n) Supervisor Training. All supervisors and selected union officials shall receive two (2) hours of initial training and refresher training every two years thereafter, on all matters provided to non-supervisory personnel under subsection (m) of this Section and the supervisor's role and responsibility in administering this program. New supervisors shall receive at least two (2) hours of training within six (6) weeks of becoming a supervisor and will not be involved in testing responsibilities until trained. The training shall include the following topics in addition to those topics provided to non-supervisory employees under subsection (m): how to recognize a possible alcohol and/or substance abuse problem; how to document behaviors that demonstrate an alcohol and/or substance abuse problem; how to confront employees with the problem; how to initiate reasonable suspicion testing; how to make appropriate referrals for assessment or assistance; how to follow up with employees returning to work after a positive test; and how to operate consistently with collective bargaining agreements. The training will be presented by a qualified trainer, or a person supervised by a qualified trainer, holding one of the following substance-use credentials:
- (1) SAP,
 - (2) CEAP,
 - (3) CCDCIII,
 - (4) OCPS 1 or 2
- (o) Employee Resources. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about substance abuse and alcohol counseling, rehabilitation, and employee assistance programs is available through the County Executive and will be periodically provided to employees.
- (p) Confidentiality of Records. All non-DOT records relating to an employee's testing shall be maintained as confidential medical records. DOT records shall be maintained separately as required by DOT regulations. A tested employee must provide written authorization before his or her test results may be provided to any person, other than the County of Summit.

- (q) Relationship to Other Provisions of Law. The terms of this policy do not alter any employment-at-will relationship with employees. All employees subject to this policy remain subject to all other policies, procedures, rules, regulations, and collective bargaining agreements established by the appointing authority under its independent authority, which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state, and local laws and regulations. Commercial Driver's License holders shall abide by this policy as well as the Department of Transportation guidelines for alcohol and controlled substance testing.

(Ord. 2009-331. Adopted 12-14-09; Ord. 2011-380. Adopted 11-7-11; Ord. 2013-133. Adopted 4-15-13; Ord. 2015-269. Adopted 8-31-15; Ord. 2018-460. Adopted 12-3-18.)