



03/01/2021
3003-01
20-MED-09-1059
40141

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS UNION, LOCAL 284

and

FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

January 1, 2021 through December 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
Article 1 - Absences.....	1
Article 2 - Accident and Injury Reporting	2
Article 3 - Alcohol and Drug Policy.....	3
Article 4 - Americans with Disabilities Act of 1990 (ADA) Grievance Procedure.....	4
Article 5 - Dues Check Off and Fair Share.....	5
Article 6 - Court Leave	7
Article 7 - Disciplinary System.....	8
Article 8 - Equal Employment Opportunity Policy.....	11
Article 9 - Equipment.....	11
Article 10 - Family and Medical Leave of Absence	13
Article 11 - Flextime.....	13
Article 12 - Grievance and Arbitration Procedure.....	14
Article 13 - Health and Safety	21
Article 14 - Health Insurance Benefits.....	23
Article 15 - Holidays	24
Article 16 - Hours of Work.....	25
Article 17 - Job Classifications	27
Article 18 - Job Posting and Bidding	30
Article 19 - Labor Management Committee	34
Article 20 - Layoff and Recall.....	35
Article 21 - Management Rights.....	37

Article 22 - Military Leave.....	39
Article 23 - Building Access.....	41
Article 24 - No Strike/No Lockout.....	42
Article 25 - Outside Employment	44
Article 26 - Overtime and Compensatory Time	44
Article 27 - Payday.....	45
Article 28 - Personnel Files	46
Article 29 - Probationary Period.....	47
Article 30 - Provision Contrary to Law	49
Article 31 - Recognition	49
Article 32 - Record Keeping	51
Article 33 - Seniority	51
Article 34 - Sexual Harassment	53
Article 35 - Sick Leave Usage and Wellness Incentive.....	54
Article 36 - Subcontracting.....	62
Article 37 - Tuition Reimbursement.....	64
Article 38 - Union Bulletin Board.....	64
Article 39 - Vacation Leave and Conversion of Accumulated Unused Vacation Leave Credit to Cash.....	65
Article 40 - Wages	67
Article 41 - Duration	69

Appendix A - Franklin County Child Support Enforcement Agency Classification and Salary Scale	72
Appendix B - Franklin County Child Support Enforcement Agency Employee Performance Review	73
Appendix C - Franklin County Child Support Enforcement Agency Employee Job Audit Form	77

ARTICLE I
ABSENCES

Section 1.

For purposes of notification only, if an employee is unable to report for work for any reason, other than on approved leave under the Family and Medical Leave Act, or if an employee will be late in arriving for work, the employee must notify their Supervisor each day that they will not be working, no later than sixty (60) minutes after their shift starts, unless a request for leave has been submitted. This notification shall be done by contacting the Supervisor directly, leaving a voicemail on their direct phone line, or emailing the Supervisor. Notification emails will be sent to both the Supervisor and the Agency absence mailbox. The subject line of the email will begin with the employee's last name to aid in sorting the absence mailbox, if necessary. An employee failing to properly notify their Supervisor will be subject to disciplinary action.

Section 2.

If, on the first or second day of the absence the employee is expecting to return to work they may leave a message informing the Supervisor. Either on the third day of the absence, or if the employee knows the absence will last three (3) days or more, the employee must either; speak to the Supervisor, have their representative speak to the Supervisor, or provide the Supervisor with a phone number so that the supervisor can reach the employee or their representative, to obtain information about the employee's status.

Section 3.

The mere reporting of an absence does not constitute approval of leave or elimination of a tardy even with timely notification; however, such approval will not be unreasonably denied.

ARTICLE 2

ACCIDENT AND INJURY REPORTING

Section 1. Immediate Action

In the event of an accident or injury, the employee should seek immediate first aid treatment or medical attention, if warranted. Call Security at 6000 for emergency paramedic services from the Columbus Fire Department, if warranted.

Section 2. Report

Report the accident or injury immediately to your Supervisor.

Section 3. Complete and Turn in Form

The injured employee shall complete pages 1 and 2 of the County's Accident Report For Injured Employee (ARFIE) form found in the Franklin County Injury Packet and submit the ARFIE to their immediate supervisor at the time of reporting, but no later than 48 hours after the occurrence of the accident/incident, unless the employee is physically incapable of completing the form. The supervisor will then complete the remaining pages of the AFRIE before submitting to the County's Risk Management Department. The County's Injury Packet can be obtained through your supervisor, the Agency's Payroll Clerk, or the County's online employee portal.

Section 4. Work-Related Illness or Injury Absence

Should medical attention become necessary, the employee should take the Bureau of Workers' Compensation (BWC) forms provided in the Franklin County Injury Packet to their treating medical provider. If additional BWC forms are needed they can be obtained through the Agency's Payroll Clerk or the online employee portal. Any absence from work as a result of a work-related injury must be documented through a physician's excuse from work letter, or a completed MEDCO-14 form, which can be found in the County's Injury Packet, or with the Agency's Payroll Clerk. All completed accident reports or BWC forms should be submitted to the employer within 48 hours.

ARTICLE 3

ALCOHOL AND DRUG POLICY

Possession, sale, purchase or transfer of alcohol, prescription drugs not medically authorized, or illegal substances or narcotics on Employer property or during working time will be cause for disciplinary action up to and including dismissal. Reporting to work with alcohol, illegal substances, narcotics or prescription drugs in an employee's system, which have not been medically authorized, constitutes grounds for disciplinary action up to and including dismissal.

If the Employer has reasonable cause to believe an employee is impaired while they are working, the employee may be requested to submit to a testing procedure to determine the presence of those substances in their system. If the results indicate the presence of substances which impairs the employee's ability to safely perform their job they may be subject to disciplinary action up to and including dismissal. If an employee refuses to submit to the test, then they may be subject to disciplinary action up to and including dismissal. All employees are required to notify the Human Resources Administrator in the Franklin County Human Resources Department within five (5) days of any criminal drug conviction where the violation occurred in the workplace.

ARTICLE 4

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Franklin County Board of Commissioners and Franklin County Child Support Enforcement Agency will comply with the Americans With Disabilities Act.

ARTICLE 5

DUES CHECK OFF

Section 1. **Dues Check Off**

The Employer will deduct monthly membership dues or fees payable to the Union upon receipt, which should be no longer than twenty-one (21) days after receipt of a voluntary written individual authorization form from any bargaining unit employee. The Union agrees to communicate any future changes in membership dues or fees payable to the Union to the Director of Human Resources by certified letter or email.

In the event an employee's pay is insufficient for the deduction to be taken, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below. The Employer's obligations to make deductions shall terminate automatically upon termination of employment, lay off from work, unpaid leave of absence or transfer of an employee to a job classification outside the bargaining unit. Any voluntary dues checkoff authorization shall be governed the terms set forth on the card regardless of an employee's withdrawal from Union membership. The Employer will honor the terms of the card. The Employer is acting solely in a ministerial function. Copies of employee's dues checkoff authorization cards are available from the Union upon request.

Employees who are recalled from temporary or seasonal layoff or returning from unpaid leave of absence shall resume payroll deduction of membership, commencing the first pay period of work.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and

hold the Employer harmless from any claims, actions or proceedings by an employee arising from any deductions made by the Employer pursuant to any section of this Article. The Union also agrees to reimburse the Employer for any monetary damages it is ordered by a governmental agency or court of law to pay as a result of a finding or order that it has unlawfully deducted dues, and further agrees to reimburse the Employer for any attorney's fees expended by it in defense of a claim that it has unlawfully deducted dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. Notification of New Hires

The Employer shall notify the Union of all new hires and agrees to permit the Union to provide information about the union to new employees during their first two (2) weeks of employment.

The Employer will neither encourage nor discourage employees from taking action outlined in this Article.

Section 3. Recovery Costs

Any bargaining unit employee who chooses not to join the Union may be charged for grievance representation and arbitration costs if allowable by law. No part of this service charge will be used for political donations. The Union agrees to defend and hold the Employer harmless should there be any dispute between an employee and the Union over the matter of recovery cost deductions and/or reimbursement.

ARTICLE 6

COURT LEAVE

Court leave with full pay will be granted to any employee who is subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of witnesses. The employee cannot be a party to the action and/or cannot have a material interest in the outcome of the hearing. The paid leave extends only for the duration of the hearing which the employee is required to attend, plus a reasonable amount of time for travel. Employees must work any portion of their work shift not required for court duty. An employee will be paid their regular rate of pay while serving on jury duty.

Whenever required to appear in court for work-related reasons, the employee's time is paid work time and not court leave time.

If appearing before a court or other legally constituted body in a matter in which the employee is a party or has a material interest in the outcome of the hearing, the employee may request to use vacation, compensatory time leave, or personal leave. These matters include criminal cases, civil cases, traffic court, divorce proceedings, custody hearings, or appearing as directed as parent or guardian of juveniles.

Section 1. Request for Leave

The employee should request leave as soon as possible by turning in their request. With the request the employee should submit a copy of the summons, subpoena, or other documentation to their immediate supervisor.

Section 2. Compensation

Any compensation received from the court for appearing during normal work hours must be given to Franklin County. Employees should make and keep a copy of the warrant or check and give the original to the fiscal unit.

If an employee incurs parking expenses while serving court or jury duty at a location other than the Franklin County Courthouse Complex, then the employees may subtract such parking expenses from their court or jury duty pay, provided that the employee submits the parking receipts to the Agency's Payroll Clerk when remitting their court of jury duty pay.

ARTICLE 7

DISCIPLINARY SYSTEM

Section 1.

The Employer shall follow the concept of progressive discipline, where appropriate. However, some misconduct justifies immediate suspension or dismissal. No employee will be disciplined without just cause. When an employee is advised that they will be questioned by Management and there is a reasonable expectation of disciplinary action for that employee, that employee has the right to request the presence of a Union representative. When the employee requests the presence of Union representation the Union representative will be afforded a reasonable opportunity to consult with the employee during the questioning. If an employee violates the Employer's work rules, disciplinary action may be necessary, including the following steps:

1. Informal counseling by a supervisor.
2. A verbal reprimand (documented).
3. A written reprimand.
4. A three (3) day suspension, with or without pay, depending upon the

circumstances.

5. A five (5) day suspension, with or without pay, depending upon the circumstances.
6. Removal with notice of removal.

No documented informal counseling in an employee's file will be considered, for purposes of subsequent disciplinary action or for employee promotions, laterals or transfers or performance evaluation purposes, after six (6) months following the date of event and no documented verbal, or written reprimand in an employee's file will be considered, for purposes of subsequent disciplinary action or for employee promotions, laterals or transfers or performance evaluation purposes, after twelve (12) months following the date of event, as long as the employee does not receive any other disciplinary action for a like or related offense during that respective six (6) or twelve (12) months period. If a like or related disciplinary action is administered, the new twelve (12) month period will commence on the date the subsequent disciplinary action is administered.

No suspension of three (3) days or less in an employee's personnel file will be considered, for purposes of subsequent disciplinary action or for employee promotions or performance evaluation lateral or transfers purposes, thirty-six (36) months after the date of event, as long as the employee does not receive any other disciplinary action for a like or related offense during that thirty-six (36) month period. If a like or related disciplinary action is administered, the new thirty-six (36) month period will commence on the date the subsequent disciplinary action is administered.

No suspension of more than three (3) days in an employee's personnel file will be considered, for purposes of subsequent disciplinary action or for employee promotions, lateral or transfers or performance evaluation purposes, forty-eight (48) months after the date of event, as long as the employee does not receive any other disciplinary action for a like or related offense during the forty-eight (48) month period. If a like or related disciplinary action is administered,

the new forty-eight (48) month period will commence on the date the subsequent disciplinary action is administered.

An employee who receives a suspension may request to serve their suspension by reporting to work if agreed to by the Union and the Employer. If the employee is being disciplined for excessive absenteeism, the employer may require that the suspension be a working suspension. The employer may also request a working suspension for other offenses and the employee will report to work if agreed to by the employee and the union. The Employer will not approve a request for any paid leave time to be taken during a scheduled working suspension, unless there is a documented emergency.

In all cases of reprimand, suspension or removal, the employee and the Union shall be issued a copy of a notice of such and shall be informed that the order will be made a part of the employee's personnel file. The employee will be asked to sign any disciplinary notice, as proof that they received the notice. If an employee elects not to sign any disciplinary notice, the Employer shall note this on the face of the disciplinary action. By signing the disciplinary notice, the employee is not admitting any wrongdoing.

Section 2. Pre-Disciplinary Hearing

An employee, other than one in their probationary period, shall be given a pre-disciplinary hearing in conformance with County policy prior to receiving a suspension or discharge. If an employee requests a Union representative to be present at the pre-disciplinary hearing, the representative will be permitted to be present at the pre-disciplinary hearing. Employees will receive written notice of the hearing, which will include the Agency recommendation, within five (5) working days of the scheduled hearing date, and the Agency will provide all documentation that will be presented at the hearing to the Union three (3) working days prior to the hearing date. It is the intent that all pre-disciplinary hearing recommendations be issued within fifteen (15) working days after the hearing. However, if the hearing officer believes, due to the volume of information, complexity of issues or other potential delays, that the recommendation will exceed fifteen (15) days, the hearing officer will give an estimate of the date

the recommendation will be issued at the pre-disciplinary hearing.

Section 3. Appeal

An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), and may not pursue any appeal of a disciplinary action under any other civil service proceeding, as the grievance-arbitration procedure set forth in Article 12 is their sole remedy.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Employer is an equal employment opportunity employer, operating in accordance with all applicable federal and state laws, rules and regulations. It is the policy of the Employer that it will not unlawfully discriminate against its employees based on race, color, national origin, religion, sex, age, sexual orientation, gender identity or expression, veteran status, disability, union membership or activity.

ARTICLE 9

EQUIPMENT

Employees must take care of all the Employer's equipment entrusted to them. Negligence resulting in substandard work, damage of equipment, or wasting of materials or supplies may result in disciplinary action up to and including dismissal. Employees may be issued identification cards, equipment and/or keys. All employees must sign a form noting receipt of the supplies and equipment issued to them. All requests for replacement equipment or supplies must be accompanied by the item to be replaced unless this provision is waived.

Employees are required to promptly report any need for repairs of any Employer owned equipment, or the damage or loss of equipment/property. If loss or damage is due to negligence

or carelessness, employees may be required to repay the fair market value of the lost or damaged equipment/property. When employees end their employment, they must return all Employer owned property. Further information regarding equipment can be found in the BOC Employee Handbook, Policy BOC-64.01.

Section 1. CSEA Key Cards

This identification card is issued by Franklin County Public Facilities Management (PFM) Security. Employees of the Child Support Enforcement Agency shall receive a Franklin County identification card. Employees will be required to sign an acknowledgement form indicating their understanding of its use and security.

Employees must report the loss of this card immediately to the 80 E. Fulton Security Control Room and fill out a security report.

Each individual is responsible for the security of their identification card and its use. The card must be turned in to Payroll upon termination of employment.

Temporary badges will be issued to employees who forget to bring the badge to work. Employees will be required to leave a picture I.D. card, normally a driver's license, with Security to obtain a temporary access card. This temporary access card must be returned to Security upon the employee's departure for the day.

Section 2. Ergonomics

In the event that Risk Management provides a professional risk management assessment within the Agency, Management will review the assessment within a reasonable period of time and implement reasonable recommendations which are within current budget limitations. Employees affected by the recommendations will be permitted to be a part of the process. Assessments may be added to Labor/Management meetings as discussion items.

ARTICLE 10

FAMILY AND MEDICAL LEAVE OF ABSENCE

Section 1. Overview

Employees are afforded up to twelve (12) weeks of Family and Medical Leave in compliance with The Family and Medical Leave Act of 1993 and Franklin County Policy BOC-46.01. Rules and regulations may be found in 29 CFR Part 825.

ARTICLE 11

FLEXTIME

Except for employees working the 4-10 work schedule, Flex Time may be used when an employee encounters a situation requiring the employee to be off for a brief period during the workday. The employee may, at their option, make up the time missed by working additional time during the same work week, not to exceed eight (8) hours in that work week. An employee will submit their flex needs to their supervisor prior to the time the employee takes the time off. The employee's immediate supervisor must approve the arrangements prior to the time the employee takes the time off, unless the missed time is for an unforeseeable emergency. The supervisor's approval of such leave will not be unreasonably withheld. The time must be worked in fifteen (15) minute increments. If the employee is pre-approved for flextime however their arrival time is unknown, the employee will begin work at the closest 15-minute increment without going over.

Flex Time shall be between the hours of 7:00 a.m. and 7:00 p.m. during the normal work week, but there may be an occasion when Flex Time cannot be fully accomplished due to unforeseen circumstances. In such an instance, the employee must use paid leave to account for the forty (40) hour normal work week. No flex schedule will be approved that starts before 7 a.m. or ends after 7

p.m. Employees approved for flex time until 7 p.m. that arrive a few minutes late after their start time can make up time after 7 p.m. up to 15 minutes. Once flex time is approved, it must not be altered. If an employee needs to deviate from the approved flex, the employee will be required to use appropriate paid leave.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. **Definitions**

A. A grievance is a specific violation of a provision of this Agreement.

B. The word "day" as used in this article means working day. Days shall be counted by excluding the first and including the last day. Working day does not include a Saturday, Sunday, or any Holiday set forth in Article 15, Holidays.

Section 2. **Process**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The grievance should identify the specific articles alleged to have been violated and is to be presented in writing on forms mutually agreed upon and must contain the date of the violation and the relief sought. The form shall be presented to the Director's Administrative Assistant or designee within seven (7) days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance, not to exceed fifteen (15) days after the event. In this article presented can mean in person or via electronic delivery (Email) from the Union or its authorized representative. The time limit to present a grievance for an employee who is on approved leave at the time of the occurrence will be extended by the number of days on approved leave, not to exceed thirty (30) days. Upon receipt of the form, the Director's Administrative Assistant or designee will assign a control number and distribute

copies of the grievance report to the Supervisor, Department Manager, Director, Chief Union Steward, Requesting Union Steward, and the Union Business Agent. If the grievance involves discipline, a copy of the entire discipline packet will be mailed or emailed to the Union Business Agent. When the form is received it shall constitute a timely appeal if it is received by the Employer within the appeal period. Likewise, the delivery of the answer shall constitute a timely response if it is received by the Union within the answer period. The grievant, the Union and the Employer will make a good faith effort to ensure confidentiality. Only one employee Union representative is permitted to be present at each step of the grievance procedure. Either party may have the grievant (or one grievant representing a group grievance) present at any step of the grievance procedure, and the employee is entitled to Union representation at every step of the grievance procedure. Probationary employees shall not have access to or rights under the grievance arbitration procedure. It is the goal of the parties to resolve grievances at the earliest possible time at the lowest level of the grievance procedure.

Section 3. Grievance Steps

All grievances shall begin at Step 1, with the exceptions as listed below:

A. **Discipline** - If a grievance involves a discipline other than a suspension, it begins at Step 2.

B. **Suspension or Termination** - A grievance of a suspension or termination automatically commences at Step 3 of the grievance procedure. The time period for filing a grievance involving a suspension or termination is measured from the date the disciplinary action has been approved by the Board of Commissioners.

C. **Class or Group Grievance** - Any class or group grievances, involving more than one employee working in different departments, will automatically commence at Step 3 of the grievance procedure. A class or group grievance must identify all known employees affected by the grievance. Other class or group grievances involving more than one employee working in the

same department shall be presented in writing by the Union to all of the grievants' Department Managers or their designees, as set forth in Step 2.

Step 1. Immediate Supervisor. The employee and/or the Union Steward shall orally raise the grievance with the employee's Supervisor. The Supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. At the conclusion of the discussion, the supervisor shall settle or deny the grievance in writing on the grievance form. If the discipline has already been issued, then the grievance commences at Step 2.

Step 2. Department Manager. If the grievance is not resolved at Step I, it shall be presented in writing to the Department Manager within seven (7) days of the receipt of the Supervisor's denial of the grievance. The Department Manager shall discuss the grievance with the Union and the grievant within seven (7) days after the grievance is presented to them. A written answer to the grievance shall be issued by the Department Manager within seven (7) days after the discussion with the Union and the grievant, and a copy of such answer provided to the Union and grievant at the time it is issued.

Step 3. Agency Director. If the grievance is still unresolved, the Union shall present it in writing to the Agency Director or designee within ten (10) days after receipt of the Step 2 response or after the date such response was due, whichever is earlier. The grievant, department Steward and/or Chief Union Steward will meet with the Agency Director or designee within fifteen (15) days after notification of dissatisfaction. The Union Business Agent, Manager and Supervisor may attend this scheduled meeting. The purpose of the meeting is to attempt to resolve the grievance, unless the parties mutually agree otherwise. The Agency Director or designee shall prepare the response and issue it to the Union within fifteen (15) days after the initial meeting.

Step 4. Arbitration. If the Union is not satisfied with the answer at Step 3, it may submit

the grievance to arbitration. A written notice of its desire to proceed to arbitration shall be presented to the Employer within fifteen (15) days after receipt of the decision in Step 3. If the grievance relates to a suspension or termination, the time for appeal to arbitration begins when both the employee and the Union receive notice that the Agency's recommendation has been approved by the Commissioners. A formal Notice of Arbitration will be sent after the grievance is presented at the Executive Board meeting.

A. Arbitration Panel

Should the need arise; arbitrators shall be selected by utilizing the Federal Mediation and Conciliation Service (FMCS). The union will request a list of arbitrators within 21 days of the date of the Executive Board Meeting of said grievance. The arbitrator shall be selected by obtaining a list of seven (7) arbitrators from the FMCS and the Union and the Employer shall have the right to alternately strike names from the list. The first to select shall be determined by the flip of a coin. The remaining name shall be the arbitrator and shall serve for the specified grievance being considered. This procedure shall be utilized for each arbitration case.

B. Witnesses

The Employer agrees to allow witnesses time off with pay to attend the hearing solely for the period during which he/she will be testifying at the hearing and a reasonable time for travel to and from the hearing. However, if the witnesses' attendance at the hearing extends beyond the witnesses' scheduled working time, the witness will not be paid for that time, and that time will not apply towards overtime calculation. Furthermore, the Employer will not pay witnesses whose testimony is redundant and duplicative, unless the testimony is necessary to establish credibility of the grievant's testimony or another witness critical to the

grievant's case.

C. Expenses

All fees and expenses of the arbitrator shall be shared equally by the parties. If one (1) party desires a transcription of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcription. If both parties desire a copy, then the total cost of such transcription shall be shared equally by both parties. All other costs incurred by the parties will be paid by the party incurring the costs.

D. Arbitration Decisions

The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the language of this Agreement. The arbitrator shall resolve any jurisdictional issue prior to rendering a decision on the merits of the grievance. Additionally, the arbitrator shall not rule in such a way as to require the Franklin County Board of Commissioners to violate Ohio or Federal law.

Section 4. Withdrawal of Grievance

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time frames will be treated as withdrawn.

Section 5. Time Limits

The time limits at any step may be extended by mutual agreement of the parties involved at the particular grievance step. Such extension(s) shall be in writing. If the Employer fails to issue the response within the specified time limits, the Grievant or the Union may advance the grievance to the next successive step in the procedure. Once the Employer receives the notice of intent to

arbitrate from the Union, the arbitration must be scheduled within six months, if the selected arbitrator's calendar permits. This can be waived by mutual agreement. If the arbitration is not scheduled the grievance is considered withdrawn by the Union.

Section 6. Advanced Grievance Step Filing

Unless otherwise provided in this Agreement, certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may, by mutual agreement, be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 7. Relevant Witnesses and information

The Union and the Employer may request the production of specific documents, books, papers or witnesses reasonably available from the Union or the Employer and relevant to the grievance under consideration. Electronic document and/or information requests to the Employer shall be made to the Assistant Director. Such request shall not be unreasonably denied. Both parties agree to full discovery no later than three (3) days prior to the arbitration. This provision may be waived by mutual agreement or by decision of the arbitrator.

Section 8. Miscellaneous

The Union and the Agency Director or designee may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article.

Section 9. Time Off

Five (5) Union Stewards previously identified by the Union will each be permitted one (1) hour per week without loss of pay during working hours to investigate and process grievances.

One (1) Chief Union Steward previously identified by the Union will be permitted two (2) hours per week without loss of pay during the Chief Union Steward's working hours to investigate and process grievances. A Union Steward or Chief Union Steward may request time, in addition to the one (1) hour per week, for Union Stewards and two (2) hours per week for the Chief Union Steward from their immediate Supervisor to assist in investigating, processing, or resolving a grievance. The request for additional time shall not be unreasonably denied. Any unused portion of the hour shall not be carried over to the next work week. The Union Steward shall not leave their work to investigate, file or process grievances without first getting permission making mutual arrangements for assignment of a meeting room with their Supervisor or designee, as well as the Supervisor or designee of any unit to be visited. Such arrangements shall not be unreasonably denied. Grievance investigation, filing or processing shall not interfere with one's normal work duties. Whenever possible, Union Stewards shall investigate, file or process a grievance arising from the Department in which the Union Steward was elected or appointed to represent.

ARTICLE 13

HEALTH AND SAFETY

Section 1.

The Employer will make a reasonable effort to provide and maintain safe and healthy working conditions for all employees. Employees shall cooperate in this effort. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations and to advise their Supervisor of potential unsafe conditions. Health and safety concerns are an appropriate agenda topic at any Labor Management Committee meetings outlined in Article 19. Agenda items will be presented prior to the meeting in accordance with Article 19.

Section 2.

Except in the most extreme circumstances, the Agency will remain open at all times.

The Board of Franklin County Commissioners recognizes that on certain days (normally a Level 2 weather emergency as declared by the local sheriff) it may be extremely difficult for employees to travel to/from work due to excessive snow, ice, or inclement weather, which substantially impairs an employee's ability to travel to/from work. In such conditions, employees who are able to report to work or leave early shall be paid their regular wages for actual time worked, and shall not be charged with any tardiness or attendance related violation, unless circumstances fail to justify the late arrival. The Agency Director may allow employees to alter work schedules to make up the time. All alterations of work schedules, make-up time, and leave without pay shall be at the discretion of the Agency Director based upon the operational needs of the Agency.

The County Administrator may declare an Extreme Weather Closure status for all Agencies /Departments of the County Commissioners. In the event an Extreme Weather Closure is declared, all Commissioner Agencies/Departments shall cease operations and close for business. Closing of Commissioner Agencies /Departments will be determined based upon the most extreme weather conditions existing in Franklin County only.

If an Extreme Weather Closure is implemented and employees are either sent home or told to stay at home, affected employees will be compensated based upon their normal scheduled hours of work (without overtime).

If a Level 3 weather emergency is declared in the County within which an employee resides or regularly travels through to report to work, the employee may request to use vacation leave, personal leave, compensatory time, or leave without pay if they have no available leave, for any hours they do not work because of the Level 3 weather emergency. If the Level 3 weather emergency is subsequently removed some time during the employee's regularly scheduled work hours, that employee shall not be required to return to work, and shall be considered to be using their selected form of leave for the remainder of their scheduled work hours for that day.

ARTICLE 14

HEALTH INSURANCE BENEFITS

The Union agrees to accept the County's medical benefits plan provided to other employees under the direct auspices of the Franklin County Board of Commissioners during the term of this Contract in a manner consistent with other provisions of this Article. Any changes implemented in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee of which the Teamsters are a member.

Employees will continue to pay 12% of the health insurance premium and the employer will continue to pay 88%. In no event shall a member of this bargaining unit be required to pay a greater dollar amount of monthly contribution than what may be negotiated for any other collective bargaining agreement under the direct auspices of the Franklin County Board of Commissioners, except for employees who earn premium contribution incentives through Wellness programs. All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

All employee contributions paid by the employee will be paid for under IRS Chapter 125 on a pre-tax basis in accordance with the rules set forth by the IRS.

ARTICLE 15

HOLIDAYS

The following holidays are observed and paid to a full-time or part-time employee of the

Employer:

1. The first day of January (New Year's Day);
2. The third Monday in January (Martin Luther King Day);
3. The third Monday in February (President's Day);
4. The last Monday in May (Memorial Day);
5. The nineteenth day of June (Juneteenth);
6. The fourth day of July (Independence Day);
7. The first Monday in September (Labor Day);
8. The eleventh day in November (Veteran's Day);
9. The fourth Thursday in November (Thanksgiving Day);
10. The day after Thanksgiving
11. The twenty-fifth day of December (Christmas Day);
12. Any holiday (not a day of mourning), designated by the Governor or President of the United States after the ratification of this agreement;
13. Full and part time employees shall receive one (1) personal day each calendar year, to be used in fifteen-minute increments. For part time employees one (1) personal day shall be the equivalent to four (4) total hours. New hires who have completed three full calendar months of employment with the Agency shall be eligible for one personal day during that calendar year. Unused personal days may be carried forward into the next calendar year.
14. Should Juneteenth become a holiday designed by the Governor or President of the United States during the term of this agreement, the employees shall receive one (1) personal day with the same conditions outlined in #13 above.

If any of the aforesaid holidays fall on Saturday, the Friday immediately preceding the actual holiday shall be observed as the holiday. If any of the aforesaid holidays fall on Sunday, the

Monday immediately following the actual holiday shall be observed as the holiday. Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally have been scheduled to work.

ARTICLE 16

HOURS OF WORK

Section 1. Hours of Work

Forty (40) hours is the normal workweek for full-time employees, however, there is no guarantee of hours worked. Core office hours are from 8:00 a.m. to 5:00 p.m. each day, Monday through Friday. However, as set forth below, employees may have different work schedules. The Employer retains the sole discretion to set and change work schedules.

Section 2. Work Schedules

In addition to the core office hours from 8:00 a.m. to 5:00 p.m., which includes a 60-minute lunch period, the following alternative work schedules will be available, subject to the stipulations and qualifications listed in Section 3.

<u>Scheduled Hours</u>	<u>Lunch Period</u>
7:00 a.m. to 3:30 p.m.	30 minutes
7:00 a.m. to 4:00 p.m.	60 minutes
7:30 a.m. to 4:00 p.m.	30 minutes
7:30 a.m. to 4:30 p.m.	60 minutes
8:00 a.m. to 4:30 p.m.	30 minutes
8:30 a.m. to 5:00 p.m.	30 minutes
8:30 a.m. to 5:30 p.m.	60 minutes

9:00 a.m. to 5:30 p.m. 30 minutes

9:00 a.m. to 6:00 p.m. 60 minutes

An additional alternative work schedule is a four day, 10 hours per day work week.

There will be 3 schedules offered; 7:00-5:30, 7:30-6:00 and 8:00-6:30. If the employee needs an hour for lunch, they would stay the additional 1/2 hour at the end of the day. The day off will rotate through all 5 days of the workweek. There will not be a fixed day off. Employees on the 4-10 schedule will not be permitted to flex. During a week in which there is a holiday, or if the agency closes for any other reason, the employee will revert back to an 8:00 AM- 5:00 PM 8-hour schedule. Employees must use the number of hours of leave applicable to the day if they take a day off.

A grace period of up to 7 minutes from the shift starting time will be allowed without reprimand, unless repeated abuse occurs. The employee will be allowed to make up to fifteen (15) minutes of lost time at the end of the day.

It is agreed and understood that the following criteria and stipulations apply to alternative work schedules:

1. Each department manager will determine the number of employees who can opt to work available alternative work schedules (including the 4-10 work week) within their assigned work classification. This determination will be based on maximizing classification and departmental efficiency, while serving the interests of both its internal and external clients. As a result, it is understood that some, or all, of the alternative work time schedules may not be available within certain classifications. However, it is the intent of the Employer to offer as many of the above work schedules as possible within these criteria. Once the determination in item one above is made, and all available alternative work time schedules are filled, the excess number of employees within a classification(s) will be required to work the core hours of 8:00 a.m. to 5:00 p.m. Subsequent requests to work an alternative time schedule will only be honored if a vacancy exists within that time schedule.
2. All requests to fill available alternative work schedules will be filled on an Agency seniority basis, subject to the qualification notes in item 4 below.
3. No new employee can bid on an available alternative work schedule until they have

completed their probationary period within the Agency. When seniority is equal, the employee with the highest last four digits in their social security number will be awarded the alternative work schedule.

4. An employee working an alternative work schedule will revert back to the core hour work schedule on day(s) when training, meetings, or other Agency sponsored events take place that require the employee's mandatory attendance.
5. An employee who voluntarily transfers/promotes to another department will automatically be assigned the core office hours work schedule unless a vacancy exists in an alternative work schedule preference. Employees who are involuntarily transferred shall retain their existing work schedules.
6. Any vacancies within an available alternative work schedule will be open for bid at the beginning of each calendar month.

Section 3. Lunch Periods

The regularly scheduled lunch period is either thirty (30) minutes or one (1) hour. The Employer may schedule lunch periods which are staggered to allow coverage throughout the day. Employees with one-hour (1) lunch periods may flex up to 30 minutes of each lunch period. If an employee needs to change their regularly scheduled lunch period for any given day, the employee may do so only upon prior approval of the employee's supervisor. The taking of a lunch period is mandatory, except when an employee obtains the approval of the immediate supervisor to work through all or part of the lunch period due to workload. Employees are required to clock out and in for their lunch period.

ARTICLE 17

JOB CLASSIFICATIONS

The Employer and the Union agree that, for purposes of this Agreement, it is understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as

relates to matters covered by this Agreement, and any other post-employment matters pertaining to wages, hours, terms or conditions of employment.

The Employer shall furnish the Union with electronic versions of job descriptions of all job classifications in the bargaining unit. Prior to the effective date of a new or revised written bargaining unit job description, the Union shall be given notice of the proposed new or revised job description, and the Union shall be given a reasonable opportunity to provide input regarding the proposed new or revised job description. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

The Employer shall provide a job description to every employee who is hired, transferred or promoted into a classification.

No employee shall be permanently assigned to perform duties other than those properly belonging within their current classification. However, if an employee is temporarily assigned to perform duties other than those included in their classification; the Employer will provide written notification of the temporary change of assignment, including the duration. If an employee is assigned to perform duties in a higher paid classification, the employee shall be paid the minimum pay range of the higher classification or their current pay rate with a four percent (4%) increase, whichever is greater, for those hours in that work week in which the employee is assigned to perform duties in the higher paid classification .

If an employee believes they have been permanently assigned duties that are not within their classification, the employee can request a job audit. An employee may request no more than one job audit each calendar year. The employee will complete a Job Audit Form and submit it to their supervisor. The Job Audit Form is attached in Appendix C. Additional process steps can be found in the form. The Department of Human Resources shall have forty-five (45) days to issue a decision after they receive the completed job audit. The following outcomes could occur:

A. Immediate discontinuance of the inappropriate duties being performed; employee is

to be compensated for the difference between the two classifications for the period in which the duties were performed.

B. The employee could be reclassified to a higher pay grade, the employee's rate of pay shall be adjusted to the minimum of the new pay grade or adjusted increase the current rate by at least four percent (4%) whichever results in the greater increase.

C. The employee could be reclassified to a lower pay grade. If their current rate of pay exceeds 20% above the minimum of pay for the new pay range, the employee shall not receive any pay increases until the union and management agree otherwise.

Grievances filed pursuant to this article shall be submitted at Step 3 of the grievance procedure (Article 12). The Union shall be notified of the outcome of the job audit at the same time as the requesting employee.

If the Union believes that an entire classification should be reviewed, the above procedure will be followed except that everyone in the classification will be required to complete a Job Audit form and submit it to their supervisor. All forms will then be collected and submitted to the Director or designee. The form will then be forwarded to the Department of Human Resources, which will have ninety (90) days to make a decision.

ARTICLE 18

JOB POSTING AND BIDDING

Section 1.

When a vacancy occurs or a new position is created within the bargaining unit and the Employer determines to fill said vacancy or position, the vacancy will be posted electronically on the Franklin County Human Resources Career Page and advertised in local or other publications, at the discretion of the Employer. The vacancy will be posted for a minimum of eight (8) days. The first three days of the posting will consider lateral transfers within the same job classification, and the remaining five days will consider all other applicants. Lateral transfers will take precedence, and if approved, applications outside the job classification will not be considered.

A non-probationary employee may bid on any posted vacancies for which they qualify. An employee may not bid for a lateral transfer or for promotion during their probationary period. Internal candidates must submit an application and a resume by the end of the posting deadline. All job postings shall be available through the Franklin County Human Resources Department website.

Section 2.

Each posting shall indicate:

1. Job title and brief description
2. Salary
3. Minimum qualifications

If there are changes in the posting prior to selection, the opening shall be reposted.

Section 3.

All applications timely filed will be reviewed by the Employer for minimum qualifications. Applications will be reviewed to determine the most qualified applicant. The Employer shall be required to interview up to a maximum of four (4) internal applicants meeting the minimum

qualifications. Applicants will not be denied an interview based on attendance.

The Employer will select the most qualified applicant for the position based upon, but not limited to, the following criteria: the interview, demonstrated skill, work experience, education, work record, attendance (excluding approved family or medical leave under the Family and Medical Leave Act), active disciplinary records contained only in the employee's personnel file, and overall ability to perform the job responsibilities. If two or more internal applicants are determined to be equal for a given position, the applicant with the most seniority, as defined in Article 33, shall be selected. When seniority is equal, the employee with the highest last four digits in their social security number will be awarded the position.

Normally, after completion of the selection process, the Agency Director or designee, will reveal the name of the candidate who has been selected upon approval of the appointment by the Board of Commissioners. However, the Agency Director has sole discretion in determining what information to release and when it is appropriate to release such information. All applicants afforded an interview will be notified in writing of their selection or non-selection within five (5) working days after the approval is received from the Franklin County Board of Commissioners or its designee.

Section 4.

When a job vacancy occurs within a classification, any employee within that classification may request a transfer to the open vacancy. Such request for transfer shall not be unreasonably denied. A vacancy created by a transfer is not subject to Section I of this Article.

No internal posting is required if the vacancy occurred from a transfer. If more than one employee within the classification applies for the transfer, the position will be filled by seniority as outlined in Section 3.

Section 5.

1. Voluntary Demotion After Promotion

An employee who accepts a promotion to a position covered by this agreement, and then requests to return to their previous position during the probationary period shall return to their previous rate of pay. Any contractual increases missed will be included in the new rate.

2. Voluntary Demotion

An employee may opt to take a voluntary demotion. If an employee does so, the employee shall not serve a probationary period if returning to the same classification they were previously in. An employee who requests a demotion to their former position shall have their pay reduced to their previous rate plus any increases they may have enjoyed had they stayed in the position. An employee requesting a demotion into a position they have not previously held shall have their pay reduced to the beginning of the pay range.

Section 6.

Background Checks

Background checks ensure the Agency does not employ any individual who is barred from county, state or federally funded employment because of the conviction of certain crimes. Recommended candidates, employees, and current and prospective intermittent employees, who will have or have access to FTI are required to have an FBI and BCI fingerprint background check conducted by BCI and the FBI with IRS Publication 1075 that is favorably adjudicated in accordance with the Franklin County Background Check Policy. This must occur before they are afforded access to FTI, and then every ten years thereafter if remaining in a position that has access to FTI.

Employees have the duty to notify the Human Resources Director or their designee, of any misdemeanor or felony conviction that occurs any time after employment with the Agency commences.

This notification requirement includes convictions for offenses that occur between periods of seasonal/intermittent employment. The Human Resources Director or their designee may undertake an individualized analysis of the offense and its impact upon continued employment with the Agency. Failure to notify the Human Resources Director or their designee within 30 days of conviction may result in disciplinary action, including possible termination of employment.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

Section 1. Purpose.

The purpose of the Labor Management Committee (LMC) is to facilitate communication between Labor and Management as an active forum for the exploration of mutual concerns, and to improve the effectiveness of operations of the Agency and the delivery of services to our clients. The Employer and the Union are encouraged to resolve issues at the unit level with the supervisor or at the departmental level with the Manager prior to being raised at LMC.

Section 2. LMC Meeting Process.

An agenda shall be developed to facilitate research of issues prior to the meeting and to assist timely resolution of issues. Agenda items should be forwarded to the Director and the Union's Chief Steward seven (7) days prior to the scheduled meeting; however, exclusion of an issue from the agenda shall not preclude the Union or Employer from raising that issue at a scheduled meeting.

The Employer and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement, rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining, but which represent impediments to a quality work environment or which threaten a department's ability to deliver services in an efficient manner. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the Employer and the Union.

Section 3. Time of Meetings.

The Parties will arrange meetings, at least quarterly, on a mutually agreeable day and time, unless otherwise agreed to by the parties.

Section 4. Minutes of Meetings

Minutes of LMC meetings shall be drafted by the Employer and transmitted to the Union's Chief Steward for review at least five (5) days prior to the next scheduled meeting. Minutes of an LMC meeting must be approved by the Employer and the Union prior to publication.

ARTICLE 20

LAYOFF AND RECALL

Section 1.

The Employer, in its sole discretion, shall determine whether layoffs are necessary, and within which classifications layoffs will occur. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds, material change in duties, re-organization, or shortage of work.

Employees will be laid off from the affected classification in accordance with their agency seniority. When seniority is equal, the employee with the lowest last four digits in their social security number will be laid off first.

This is the only lay off procedure governing bargaining unit employees of Franklin County Child Support Enforcement Agency.

Section 2.

When it becomes necessary to implement a layoff, notice of layoff shall be filed with the Franklin County Board of Commissioners¹ Office, with notice to the Union. A layoff notification letter shall also be provided to the affected employee no later than fourteen (14) days prior to the layoff if hand delivered, or no later than seventeen (17) days prior to the layoff if sent certified mail.

Upon receipt of such notice, the Employer shall certify the names of those to be laid off, based on seniority, but in the following order:

1. Seasonal employees
2. Temporary employees
3. Part-time employees
4. Probationary employees
5. Full-time regular employee

Section 3.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled with a minimum of further training. The employee, while laid off, has the right to apply for other available and unoccupied positions outside the affected classification. If the employee obtains employment in a new position, they shall be retained on the recall list until the twelve (12) month limitation expires.

Section 4.

Employees who are eligible for recall shall be given a fourteen (14) calendar day notice of recall and notice of recall shall be sent to the employee by certified or registered mail to the employee's last known mailing address and a copy to the Union. The employee must notify the Agency Director, in writing, of their intention to return within five (5) days after receiving notice of recall or within ten (10) days of mailing the notice, whichever is sooner. If the employee fails to comply with the notification requirement set forth herein, their seniority shall be terminated effective immediately. The Agency shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Director with their latest mailing address.

ARTICLE 21

MANAGEMENT RIGHTS

Section I.

To assure that the Employer continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Employer retains the right to determine Agency policies, procedures, and to manage the affairs of the Agency in all respects.

Section 2. Management Rights

Except where otherwise specifically limited by this Agreement, the Employer retains all rights to manage the Agency, including, but not limited to, the rights to:

- A. Determine the overall mission of the Employer as a governmental unit and take actions to carry out that mission;
- B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;
- C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work or operation of the Employer;
- D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;
- E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;
- F. Restrict the activity of an employee organization on the Employer's time except as set forth in this Agreement;
- G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;
- H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;
- I. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
- J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take over personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
- K. Transfer, discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;

- L. Lay-off employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would be ineffective, non-productive or not cost-effective;
- M. Determine, maintain, expand, change, alter, or reduce employees' compensation or benefits;
- N. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

ARTICLE 22

MILITARY LEAVE

On October 1, 1996, the Franklin County Board of Commissioners passed a resolution granting employees payment of an offset of wages and extension of health care benefits for the period in which they serve an involuntary active military duty. It is understood that for any Commissioner employee involved in a reserve component of the armed forces, their military leave benefits will be as follows:

A short-term military leave of absence shall be granted to an employee for a period not to exceed twenty-two (22) working days in a calendar year. Prior approval for leave must be obtained from the Appointing Authority and a request for leave must be submitted to the Appointing Authority in writing. To qualify for this leave, the employee must show their military orders to their Agency Director prior to reporting for duty.

The employee shall be paid his/her regular rate of pay for this period. For the purpose of computing vacation or sick leave, Short-Term Military Leave will count as full service with the County.

Extended voluntary military leave without pay shall be granted to the employee upon submittal of military orders prior to the requested leave, except as otherwise stated herein.

An employee on extended voluntary military leave without pay shall receive seniority for the time spent in the military service. However, vacation credits and sick leave do not accumulate during extended voluntary military leave. Upon returning from such leave and upon making timely application for reemployment, an employee shall be returned to their former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

An employee, who is involuntarily called to active military duty beyond the required 22 working days in any one calendar year pursuant to an executive order issued by the President of the United States or an act of Congress, shall be granted an active duty military leave of absence and will receive the following:

1. Payment of wages in the amount of their regular wages less whatever amount such employee may receive as military pay. To receive any payment, the employee must either sign up for direct deposit or submit a power of attorney to payroll releasing the check to a designated individual. Also, the employee must submit copies of vouchers/pay stubs from the military to payroll as proof of military pay. Then the County will issue a check.
2. Such payment will be made to the affected employee from the time short-term military leave of absence with pay is exhausted until the end of each calendar year the employee is still on an active duty military leave or for the duration of the employees' service on an active duty military leave, whichever time period is less.
3. The employee will not receive payment under this provision if their military pay is equal to or greater than their wages paid by the County.
4. An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by

the County benefits plan for the duration of such employees' active duty military leave under this provision.

5. An employee on active duty military leave under this provision shall receive seniority for the time spent in active duty. However, vacation credits and sick leave do not accumulate during an active duty leave.
6. Upon returning from an active duty military leave and upon making timely application for reemployment, an employee shall be returned to their former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

An employee must notify the Franklin County Board of Commissioners of their military status upon employment with the County or immediately upon a change of status during their employment with the County to be eligible for any leave benefits. Employees shall be entitled to receive any additional military benefits adopted by the Franklin County Board of Commissioners for employees under the direct auspices of the Franklin County Board of Commissioners.

Under this Agreement, "military pay" shall be defined as any taxable compensation and other allowances including but not limited to housing and dependent allowance.

ARTICLE 23

BUILDING ACCESS

Section 1. Access to Building by Union Officials

Where possible, the Union agrees to contact the Agency Director or designee at least twenty four (24) hours in advance of visiting the Employer's premises. During such visits, the Union shall be entitled to a private meeting room that shall be secured in accordance with

Agency procedures. Union Officials and representatives shall be granted access to the premises for the purpose of administering the CBA. Said visit shall not unreasonably interfere with the normal operations of the Agency.

If the Union officer or representative is meeting with a Union Steward or Chief Union Steward during the Steward's working hours, the meeting time is deducted from the hour(s) per week without loss of pay that the Steward or Chief Union Steward is permitted to utilize under Article 12, Section 9 (Grievance and Arbitration, Time Off).

ARTICLE 24

NO STRIKE/NO LOCKOUT

Section 1.

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

Section 2.

The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slowdown, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a sympathy strike , a slow down or other interference or interruption of work of the Employer's business or operation.

Section 3.

The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article.

Section 4.

In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the Employer may discipline an employee for just cause, up to and including discharge.

Section 5.

The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities, including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existences of any picket line.

ARTICLE 25

OUTSIDE EMPLOYMENT

An employee may have outside employment if there is no conflict of interest with their employment with this Employer, as long as it does not impair the employee's performance for the Employer.

Employees will complete the Notice of Outside Employment Form referred to in Franklin County Policy BOC-61 .02.

ARTICLE 26

OVERTIME AND COMPENSATORY TIME

Section 1.

If an employee actually works more than forty (40) hours in a workweek, the employee will be paid overtime at a rate of one and one-half (1-1 /2) times the employee's regular straight time rate. All overtime must have prior written approval by the Agency Director or the Agency Director's designee. The employee will be required to work overtime when requested by the Employer, unless the Employer determines, in its sole discretion, that the employee's unique circumstances justify the employee's inability to work overtime.

Should the Employer decide to perform any project requiring overtime, the Employer will advise the Union of the project and will meet in an attempt to mutually agree to the allocation of the workload. The selection of the employees working overtime will be by the Agency Director with regard to necessary skills, abilities, seniority, and unit coverage. If feasible, the ratio of supervisors to bargaining unit employees fulfilling the overtime project will be no more than one (1) supervisor for every five (5) employees.

Section 2.

An employee may, at his/her election, take compensatory time in lieu of overtime with prior authorization from the Employer, in compliance with the Fair Labor Standards Act and the rules promulgated there under. Compensatory time is calculated at the rate of one and one-half (1-1/2) times the regular hours worked in excess of forty (40) hours in a workweek.

Section 3.

Vacation, compensatory time-off, personal days, and sick leave shall not be considered as hours worked for computing overtime. When working overtime, if compensatory time is not available, the Employer shall inform the employee prior to the employee agreeing to work overtime.

ARTICLE 27

PAYDAY

The first scheduled pay date in the calendar year 2021 is Friday, January 15. Subsequent pay dates will be every other Friday from this date, unless an earlier pay date is necessary due to a paid Holiday which falls on the scheduled pay date. If there is an Employer error in a pay check, after prior notification to the Agency's Payroll Department, the Employer will make every reasonable effort to issue a new check within forty eight (48) hours (or the next working day, after the forty eight (48) hours, in the event of a Holiday) to correct any payroll error. If the employee has either withdrawn funds from their direct deposit account, thereby causing the balance in that account to be less than the amount of the employee's direct deposit, or has cashed their paycheck before notifying the Agency's Payroll Department of the error in their pay check, then the Employer is not able to correct the pay error until the next pay period.

Deductions from paychecks include Federal, State and Local income and withholding taxes, contributions to the State of Ohio Public Employees Retirement System and Medicare contributions for employees hired after April 1, 1986, and other deductions as mandated by law or authorized by the employee. All deductions are itemized on the paycheck stub.

Employees are required to use direct deposit, using the "Authorization Agreement for Automatic Deposits (Credits)/Withdrawals (Debits)" form.

ARTICLE 28

PERSONNEL FILES

An employee may review their personnel file or fact file, if a fact file exists, at a reasonable time after making a written request to the Personnel Administrator or Personnel Officer in the Franklin County Human Resources Department for review of the personnel file, and to an employee's supervisor for review of the fact file. Upon an employee's request, an employee shall be provided an electronic copy of any or all of their personnel file or fact file. This Article shall in no way conflict with the rights provided to individuals under Ohio Revised Code Chapter 149.

If an employee has reason to believe that there are inaccuracies in documents contained in their personnel or fact file, the employee may submit the alleged inaccuracy in writing to the Employer or its designee. The employee's written explanation of the alleged inaccuracy shall be placed in the employee's personnel file or fact file. If the Agency Director or designee determines that the employee's personnel or fact file contains an inaccuracy in any of the documents, the Director or designee shall prepare a written addendum to the inaccurate document setting forth the inaccuracy contained within the document.

On August 1st of each year, the contents of all fact files, with exception of a calendar recording attendance, in existence for the preceding year, will be forwarded to the Agency Director or designee for storage with other Agency records for the preceding calendar year. Fact files for probationary employees will not be forwarded to the Agency Director or designee until after completion of the annual performance review.

ARTICLE 29

PROBATIONARY PERIOD

Section 1.

The probationary period for a support officer I and a support officer II, new hire is two hundred and seventy (270) days. At least ninety (90) days prior to the end of the two hundred and seventy (270) day probationary period the probationary employee will be provided with a written evaluation of their performance and recommendation for improvement if needed. At the same time, recommendations from the training department will also be provided to the employee. The probationary period for the remaining job classifications is one hundred and eighty (180).

This period will give the employee an opportunity to adequately learn the job and demonstrate their ability to do the job. A probationary employee is not covered by or provided protection under this Agreement and is not entitled to any of the rights or protection set forth in the grievance and arbitration procedure of this Agreement. A probationary employee can be removed without cause at any time during the probationary period.

If an employee is absent from work during his/her their probationary period for a total of five workdays or more, the employee's probationary period shall be extended by the number of days the employee is absent from work.

Section 2.

An employee promoted to support officer I will be required to successfully complete a probationary period of two hundred and seventy (270) days from the effective date of the promotion to the new position. An employee promoted to support officer II will be required to successfully complete a probationary period of one hundred eighty (180) days from the effective date of the promotion to the new position. Employees promoted into other classifications will serve a one hundred twenty (120) day probationary period.

If the employee evidences unsatisfactory performance or chooses not to retain the promotional position, the employee will be returned to his or her their former position if the position is vacant or a like or similar position if available. An employee who fails to satisfactorily perform the duties of his or her their newly appointed position, may be terminated for cause, subject to the Grievance and Arbitration Procedure, during the probationary period if their prior position or a like or similar position is no longer vacant or available, or if the employee refuses to return to the prior vacant position or like or similar position that is available.

Section 3.

Where a single classification involves work which varies substantially among different units the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-half (1/2) of the promotional probationary period for the classification. During a lateral transfer trial period, the employee may elect to return to their previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

ARTICLE 30

PROVISION CONTRARY TO LAW

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

ARTICLE 31

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit. including:

All employees of the Franklin County Child Support Enforcement Agency, but excluding:

Account Clerk Supervisor, Accountant, Accountant (Supervisor), Administrative Assistant 2 to Assistant Director, Administrative Assistant 2 to Director, Administrative Hearing Officer, Administrative Secretary 1, Assistant Director, Attorney 2, Attorney Supervisor, Business Service Officer, Client Affairs Officer, Data Systems Supervisor, Deputy Director Programming, Director, Employee Development Administrator, Finance Administrator, Genetic Testing Supervisor, Imaging Production Supervisor, Legal Services Manager, Legal Services Supervisor, Management Analyst 2 IT, Management Analyst 2 Policy, Network

Technical Supervisor, Office Manager 1, Office Manager 2, Payroll Specialist 3, Programmer/Analyst 3, Purchasing Assistant 2, Quality Assurance Reviewer, Seasonal Employees, Social Program Administrator 2, Social Program Developer, Social Program Developer CARE-PJAC Grant, Social Service Supervisor, Support Manager, Support Officer Supervisor, Temporary Employees, Training Officer.

The Employer will not recognize any other union as the representative for any employees within the bargaining unit referenced above. If a new job is created which has not been previously classified in the parties cannot agree on the inclusion and exclusion of a job in the bargaining unit, the Employer agrees to join the Union and filing a unit clarification petition with the State Employment Relations Board (SERB).

ARTICLE32

RECORD KEEPING

The employee is responsible for notifying the Franklin County Human Resources Department and the Agency's Payroll Department of a new address, a new telephone number, changes in tax withholding, or changes of other information affecting employment. For income tax and health benefit purposes, the employee is responsible for notifying the Franklin County Human Resources Department and the Agency's Payroll Department when the employee adds a new dependent to the family, changes in name or experiences any change in marital status. Information supplied to the Agency's Payroll Department will be recorded and forwarded to the Franklin County Human Resources Department

ARTICLE33

SENIORITY

Section 1. Definition of Seniority.

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service with the Agency, measured in calendar days, since their last date of hire by the Franklin County Child Support Enforcement Agency; except that an employee employed by the Franklin County Bureau of Support, the Franklin County Department of Human Services, the Franklin County Clerk of Courts, or the Franklin County Prosecutors Office on December 31, 1987, and employed by the Franklin County Child Support Enforcement Agency on January 1, 1988, shall retain any seniority earned as of December 31, 1987.

Section 2.

Time spent on sick leave, work related illness or injury leave, medical or family leave,

maternity leave, or military leave shall be credited towards seniority.

Section 3.

Seniority and the employment relationship shall be terminated when an employee:

- a. resigns; or
- b. is discharged for just cause; or
- c. is laid off for a period in excess of twelve (12) months; or
- d. retires; or
- e. fails to return to work on the designated date following a leave of absence; or
- f. fails to return to work and fails to provide proper notification on the designated date set forth in Article 20, Layoff and Recall.

Section 4. Status of Excluded Employees.

An employee excluded from the bargaining unit shall have no rights under the provisions of this Agreement, except that:

An employee taking a position outside the bargaining unit shall maintain accrued seniority up to the point of said promotion. If said individual is returned to the bargaining unit prior to the completion of his/her promotional probationary period, then full seniority excluding time spent in the promotional probationary period shall be reinstated.

Section 5. Updating Seniority Information.

The Agency Director will provide to the Union a copy of the Employee Roster of all Agency employees upon request by the Union, stating every employee's name, adjusted seniority date, classification and immediate Supervisor.

ARTICLE 34

SEXUAL HARASSMENT

The Agency is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the Agency maintains a strict policy prohibiting sexual harassment. This policy applies to all of the Agency's employees and agents. Furthermore, it prohibits harassment in any form, including verbal, physical and visual harassment.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either: 1) submission to such conduct is made an explicit or implicit term or condition of employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Employees who violate this policy are subject to discipline, up to and including discharge.

Any employee who believes they have been harassed by a coworker, Supervisor or agent of the Employer should promptly report the facts of the incident or incidents and the names of the individuals involved to their Supervisor or, in the alternative, to the Franklin County Human Resources Department Director. Supervisors should gather the initial facts and immediately report any incidents of sexual harassment to the Franklin County Human Resources Department Director. The Franklin County Human Resources Department Director or their designee will investigate all such claims and take appropriate disciplinary action, up to and including discharge, when justified by the circumstances.

The Union agrees to cooperate with the Agency in the investigation of any allegations of sexual harassment.

ARTICLE 35

SICK LEAVE, WELLNESS INCENTIVE AND OTHER RELATED LEAVE

Section 1. Sick Leave.

Full-time employees earn sick leave at the rate of 4.60 hours for 80 or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.60-hour limitation for any pay period. Part-time employees are not eligible for sick leave.

Sick leave is charged in minimum units of 0.25 hours. Employees are eligible for sick leave only for days on which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal workday or work week earnings.

Sick leave becomes available the Monday of the new pay cycle. Because the actual accrual is not known until the actual pay date, requesting leave in the same pay period can result in unauthorized leave without pay.

Sick leave will be granted to employees, upon approval of the Agency Director for the following reasons.

1. Illness or injury of the employee or a member of the employee's immediate family living in the same household or persons covered under the Family and Medical Leave policy. In the case of a member of the immediate family, as defined in the Family and Medical Leave Act, not living with the employee, the Agency Director or their designee will grant sick leave if the employee provides proper verification of a serious health condition as defined in the Family and Medical Leave Act. In all other cases, the Agency Director or their designee may credit sick leave where it appears justified.

2. Medical, dental or optical examination or treatment of the employee or a member of the immediate family living in the same household. In the case of a member of the immediate family, as defined in the Family and Medical Leave Act, not living with the employee, the Agency Director or their designee will grant sick leave if the employee provides proper verification of a serious health condition as

defined in the Family and Medical Leave Act. In all other cases, the Agency Director or their designee may grant sick leave where it appears justified.

3. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.

An employee failing to comply with sick leave rules and regulations will not receive sick pay. Agency management may require medical certification to justify sick leave usage. Application for sick leave based upon a known misrepresentation shall result in disciplinary action up to and including dismissal and shall result in refund to the County of salary or wage paid during sick leave. Sick leave used the workday immediately before or after a holiday may require the employee to provide a written physicians excuse within five (5) work days of the date the sick leave was used unless the leave has been approved under FMLA. The written doctor's excuse must identify the date and time that the employee was seen by the doctor for examination or treatment, and an estimate of the date of return. If an employee does not provide a doctor's excuse within five (5) days of the date of the date the sick leave was used, the Employer will not approve use of sick leave. Falsification of, or a failure to produce a doctor's excuse shall be grounds for disciplinary action up to and including dismissal.

If the Employer has a reasonable basis to believe an employee sought sick leave based upon a known misrepresentation, it may, at its discretion, require the employee to provide a written doctor's excuse to their Supervisor to verify the illness. Falsification of, or a failure to produce a doctor's excuse shall be grounds for disciplinary action up to and including dismissal.

Upon retirement, resignation or death, from active County service after eight (8) or more years with the County or with any of Ohio's political subdivisions, an employee may elect to be paid in cash for one-fourth (1/4) of the accrued but unused sick leave credit, subject to the limitations indicated below. This payment will be based upon the employee's rate of pay at the

time of retirement. Upon accepting such payment, all other sick leave credit accrued up to that time will be eliminated.

Upon retirement, resignation or death, from active County service after eighteen (18) or more years with the County or with any of Ohio's political subdivisions, an employee may elect to be paid in cash for one-half (1/2) of the accrued but unused sick leave credit subject to the limitations indicated below. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all other sick leave credit accrued up to that time will be eliminated.

Such payment will be made only once to any employee. That is, an employee who returns to County Service after retirement, termination or resignation may accrue and use sick leave as before but may not convert the unused sick leave at the time of a second retirement.

In all cases of sick leave conversion to cash, an employee must remain separated from service for a minimum of sixty (60) days before payment can be made.

Payment for Sick Leave Credit eliminates all accrued Sick Leave Credit earned by the employee up to the time of conversion.

An employee shall only be able to transfer to this Employer sick leave previously accumulated while working for Franklin County.

Section 2. Bereavement Leave.

An employee shall be granted up to three (3) working days of paid leave upon the death of a member of their immediate family. Employees may supplement their bereavement leave with up to two (2) days of accrued leave. If the employee has exhausted their sick leave or vacation leave, they may be granted leave without pay for a period not to exceed two (2) working days.

A. Immediate family shall be defined as: mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother-in-law, father-in-law,

sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-daughter, step-son, step-sister, step-brother, or other person who stand in place of a parent.

- B. An employee shall be granted leave, not to exceed two (2) days of sick leave or vacation leave, to attend the funeral of another relative not identified in A above.
- C. Additional bereavement leaves without pay may be granted by the Department Director upon request.
- D. Approved bereavement leave will not be considered for purposes of evaluating performance pursuant to the performance rating scale.

Supervisors are encouraged to be flexible in granting requests to extend leave beyond the paid bereavement leave benefit when operation needs would not be unduly adversely impacted.

Section 3. Wellness Program.

The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. Eligible full-time employees can convert accrued unused sick leave from the previous period (beginning the last Monday in November through the last Sunday in November the following year) to either a cash payment or to an equal number of personal leave hours

- 1. If a full-time employee uses 8 hours or less of sick leave during a wellness period, the employee may convert up to 40 hours of sick leave to either a cash payout, or to personal leave hours.
- 2. If a full-time employee uses between 8.25 and 16 hours of sick leave during a wellness period, the employee may convert up to 32 hours of sick leave to either a cash payout, or to personal leave hours.
- 3. If a full-time employee uses between 16.25 and 24 hours of sick

leave during a wellness period. the employee may convert up to 24 hours of sick leave to either a cash payout. or to personal leave hours.

4. If a full-time employee uses between 24.25 and 32 hours of sick leave during a wellness period, the employee may convert up to 16 hours of sick leave to either a cash payout, or to personal leave hours.
5. If a full-time employee uses between 32.25 and 40 hours of sick leave during a wellness period, the employee may convert up to 8 hours of sick leave to either a cash payout, or to personal leave hours.

Sick leave hours donated to another employee do not count as hours used by the employee for wellness calculation purposes.

If an employee elects to convert the hours to personal leave days, the employee must utilize the personal days within the wellness period that follows the period in which the personal days were earned.

At the end of the wellness period, the Agency's Payroll Department will notify all employees who are eligible for the sick leave conversion programs and provide them with a "Request to Convert Sick Leave to Personal Leave" or "Request to Convert Sick Leave to Cash Payout" form. If the Employer is aware of an eligible employee's selection of a cash payout, the cash payout will be issued to the employee in their second paycheck in December.

Section 4. Leave Donation Program

The intent of the leave donation program is to allow employees to voluntarily provide assistance to co-workers who are in critical need of leave due to a serious illness or injury of that employee or a member of that employee's immediate family. For purposes of this Leave Donation Program only, immediate

family is defined as an employee's spouse, domestic partner, parent, child, child of domestic partner, stepchild, sibling, or person who stands in place of a parent (in loco parentis).

A. An employee may receive donated leave upon submission and approval of a written request, supported by proper medical documentation, to the Franklin County Board of Commissioners (“the County”), or depending on the circumstances, from an immediate family member or other person acceptable to the County. Upon receipt of the request for leave donation, the County, or designee, will review the request and either approve or disapprove the request within ten (10) days after determining if the illness or injury qualifies as being a serious illness. In the case of the County, the designee will be the Agency Director, assisted by the Director, Human Resources if needed. Prior to approving use of any donated leave, the County, or designee, will also review each applicant's past record of sick leave usage. Any demonstrable past record of sick leave abuse shall result in the denial of the application. Upon approval by the County, or designee, the employee may receive the number of hours they are scheduled to work for each pay period or as provided in paragraph (A)(4) of this policy, up to the number of hours specified by the County, or designee, not to exceed TWO THOUSAND EIGHTY (2080) hours (one work year's) total, if the employee who is to receive donated leave:

1. Or a member of the employee's immediate family, as defined above, has a serious illness or injury (a serious illness or injury is one that is life threatening, generally requires surgery with a prolonged recovery period or involves multiple traumatic injuries, or serious mental illness. Examples include heart attack, certain cancer conditions, and organ transplants). However, chronic conditions, and short-term acute conditions are not considered for leave donation.
2. Has no accrued leave.

3. Has not been approved to receive other state/county paid wage related benefits; and
4. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. An employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits, when applicable.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate leave and does so with the understanding that unused donated leave, if any remains, will not be returned until the recipient returns to work from the medical condition necessitating the use of donated leave.
2. Donates a minimum of eight (8) hours; and
3. Retains a sick leave balance of at least eighty (80) hours. Leave shall be donated in the same manner in which it would otherwise be used. (e.g. An employee must maintain a minimum of eighty (80) hours sick leave balance to donate under this program. If a leave donation would result in the donating employee's sick leave balance falling below eighty (80) hours, then the donating employee must donate other types of paid leave such as vacation or paid personal leave.)
4. Remains an active employee during the pay period leave is donated (i.e., an employee may not receive donated leave from an employee who is no longer an active county employee).
5. Completes the Donor Application Form.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during their probationary period. Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

D. An employee using the program shall return to work as soon as the medical condition necessitating the use allows their return to work. Failure to do so shall cause the leave donations to cease.

E. At no time may unused donated leave be converted to a cash benefit nor be used under the County's Wellness Incentive Program. No employee shall donate any leave time for any monetary or other consideration whatsoever.

F. No employee will be forced to donate leave. The donation of leave shall occur on a strictly voluntary basis. The employee's right to privacy shall be respected. However, with the permission of the employee who is in need of leave or a member of the employee's immediate family, if applicable, the Appointing Authority, or their designee; may inform employees of their co-worker's critical need for leave.

G. Hours donated through the program are on an hour for hour basis.

H. Bargaining Unit Members have the option of donating and receiving leave to or from a member

or members of any other collective bargaining unit for which the County is the Employer. Bargaining Unit Members have the option of donating or receiving leave to or from non- bargaining employees employed by the County.

To the extent a donation is from a bargaining unit to a non-bargaining unit member or from a non-bargaining unit member to a member of a bargaining unit, the provisions of the donee's program shall apply.

Section 5. Paid Family Leave

In order to allow employees paid time to provide parental care following the birth or adoption of a minor child and/or care for a covered family member who has a serious medical condition, eight weeks, three hundred twenty (320) hours of leave may be permitted. Full-time employees who have completed one year of employment with the Employer and have an active FMLA on file for the qualifying event can apply for this leave once every calendar year. Additional details regarding this program can be found in the Franklin County Employee Handbook.

ARTICLE 36

SUBCONTRACTING

It is not the intent of the Agency/Employer to contract out work solely for the purpose of intentionally undermining the integrity of the bargaining unit.

The Agency/Employer reserves the absolute right to subcontract work out for the benefit of the County and/or the Agency /Employer. If the Agency/Employer considers contracting out a function or service other than in a temporary emergency situation, which would displace bargaining unit employees, the Agency/Employer shall provide reasonable advance notice in

writing to the Union, if circumstances reasonably permit. Where feasible, the Agency/Employer will meet with the Union to discuss the reasons for contracting out the work and provide the Union an opportunity to timely present alternatives which the Agency /Employer may consider, but it is not obligated to agree to.

ARTICLE 37

TUITION REIMBURSEMENT

In keeping with the Franklin County Board of Commissioners' commitment to professionalizing County Government, employees are encouraged to further their education. The following Tuition Reimbursement Policy is designed to encourage employees to take educational course work that will enhance their job performance.

The program criteria for the tuition reimbursement program are detailed in the Employee Handbook, Franklin County Policy BOC-52.0L All required forms can be found on the Board of Commissioners Human Resources Office of Training and Staff Development website.

ARTICLE 38

UNION BULLETIN BOARD

The Employer will provide four (4) bulletin boards within the Agency for the use of the Union. The Union will utilize the bulletin boards for the posting of newsletters, bulletins, or other announcements of interest to its members. The Union agrees to limit its postings to those four (4) bulletin boards. The Union further agrees that no material of a political, personal, defamatory or otherwise objectionable nature shall be posted on the bulletin boards.

ARTICLE39

VACATION LEAVE AND CONVERSION OF ACCUMULATED UNUSED

VACATION LEAVE CREDIT TO CASH

All full-time employees earn annual vacation according to their number of years of service as follows. Vacation accrual will commence with the first pay period following approval of this Agreement by the Franklin County Board of Commissioners.

1. Less than one (1) year of service:
No Vacation
2. One (1) year of service but less than five (5) years:
80 hours per year
(10 working days)
3. Five (5) years of service but less than ten (10) years:
120 hours per year
(15 working days)
4. Ten (10) years of Service but less than fifteen (15) years:
160 hours per year
(20 working days)
5. Fifteen (15) years but less than twenty (20) years:
180 hours per year
(22.5 working days)
6. Twenty (20) years or more of service:
200 hours per year
(25 working days)

The service required in each instance need not be continuous. However, completion of a total of one (1) year of full-time service is required before eligibility for any vacation leave is established. An employee shall have their prior service with an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave. However, an employee may not transfer vacation leave credit from another appointing authority to the Franklin County Child Support Enforcement Agency.

Vacation is credited each biweekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year; at 4.6 for those entitled to 120 hours per year; and 6.2 hours for those entitled to 160 hours per year; 6.9 hours for those entitled to 180 hours per year; and 7.7 hours for those entitled to 200 hours per year. Such vacation credit shall accrue while the employee is in active paid status.

Vacation credit may be accumulated to a maximum of that earned in three (3) years of service. Credit in excess of this maximum is eliminated from the employee's vacation leave balance.

All requests for vacation leave must be submitted and approved on the Request for Leave Form. In order for an employee to lock in their request for vacation an employee must submit the Request for Leave Form thirty at least (30) calendar days in advance and must receive a decision within 25 calendar days before the vacation is to commence. If an employee wishes to cancel an approved Vacation Leave, they must submit to the supervisor, a Request for Leave Form rescinding the Vacation Leave, at least fourteen calendar days (14) prior to the date it is scheduled to commence. Vacation leave requested by more than one employee covering the same period of time will be approved on the basis of seniority.

Part-time employees (those working less than forty (40) hours per week) are not entitled to earn vacation leave.

Upon separation, retirement, or death, accumulated Unused Vacation Leave Credit is converted to a cash payment calculated at the employee's rate of pay at the time of separation, retirement, or death.

When separation from service is in the form of a transfer to another public agency, the employee may elect to convert their unused vacation leave balance to cash or have the unused balance transferred, if the receiving employer agrees.

Payment for Vacation Leave Credit eliminates all accrued Vacation Leave Credits earned by the employee up to the time of conversion.

Vacation leave becomes available the Monday of the new pay cycle. Because the actual accrual is not known until the actual pay date, requesting leave in the same pay period can result in unauthorized leave without pay.

ARTICLE40

WAGES

Section 1.

Upon ratification of this Agreement and upon approval by the Franklin County Board of Commissioners, bargaining unit employees will receive a will receive a two-and three quarters 2.75% increase in base wages effective the first full pay period encompassing January 1, 2021.

Effective the first full pay period encompassing January 1, 2022, each bargaining unit employee will receive a two-and three quarters 2.75% increase in base wages.

Effective the first full pay period encompassing January 1, 2023, each bargaining unit employee will receive a two-and three quarters 2.75% increase in base wages.

In addition to the percentage increases and the adjustment to the base wages range, each bargaining unit employee who has completed a minimum of five (5) years up to ten (10) years of service with the Child Support Enforcement Agency, shall receive service credit lump sum pay of

\$200.00. Each bargaining unit employee who has completed ten (10) years up to 20 years of service with the Child Support Enforcement Agency shall receive service credit lump sum of \$350.00. Each bargaining unit employee who has completed twenty (20) years or more of service with the Child Support Enforcement Agency shall receive service credit lump sum of \$400.00. Years of service shall be determined annually as of November 1 for the current year. The service credit pay will not be applied to the base wage rate of the employee. The service credit lump sum pay shall be paid out annually on the first pay day in December. The bargaining unit member must be employed by the Child Support Enforcement Agency at the time the payment is distributed in order to receive this service credit lump sum payment.

Each employee shall receive an annual Employee Performance Review (See Appendix (B)).

An approved Family or Medical Leave of Absence under the Family and Medical Leave Act, as defined in Article 10 of this Agreement, will not be considered for purposes of evaluating attendance pursuant to the rating scale as identified in Appendix B.

Section 2. Tenure Adjustments

In order to address compression concerns within the bargaining unit, upon ratification of this agreement all employee with at least three (3) years of service with FCCSEA shall receive a one-and-one-half (1.50%) percent increase. During the term of the agreement, employees shall receive a one-and-one-half (1.50%) percent increase upon reaching three (3) years of service with FCCSEA. Effective with the pay period which includes January 1, 2022, all employees with at least fifteen (15) years of service with FCCSEA shall receive a two (2.00%) percent increase. After January 1, 2022, employees shall receive a two (2.00%) percent increase upon reaching fifteen (15) years of service with FCCSEA.

Effective with the pay period which includes January 1, 2023, all employees with at least five (5) years

of service with FCCSEA shall receive a one (1.00%) percent increase. After January 1, 2023, employees shall receive a one (1.00%) percent increase upon reaching five (5) years of service with FCCSEA.

Section 3. Miscellaneous

For the duration of this Agreement, the Employer will continue to make legally mandated contributions to the Public Employees Retirement System of Ohio (PERS) on behalf of all bargaining unit employees.

Section 4. Minimum Wage Rate

Any employee promoted after the ratification of this Agreement by the Franklin County Board of Commissioners will be placed at the minimum level of the appropriate pay range or will receive a four percent (4%) promotional increase, whichever is greater.

Section 5. Ratification Bonus

Upon ratification of this agreement by the bargaining unit and the Employer, each bargaining unit employee will receive a one-time ratification bonus of \$500.00.

ARTICLE 41

DURATION

This Contract shall become effective upon the approval of the Franklin County Commissioners, with the sole exception of wages, which are to be retroactive to January 1, 2021. It shall terminate at 11:59 p.m. on December 31, 2023.

If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred

and twenty (120) calendar days prior to the expiration of the Agreement and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be sent certified mail with return receipt requested.

FRANKLIN COUNTY CHILDSUPPORT
ENFORCEMENT AGENCY

Susan A. Brown Mar 1, 2021
Susan A. Brown (Mar 1, 2021 10:51 EST)
Susan A. Brown, Director

Robert J. Young Mar 1, 2021
Robert J. Young, Human Resources Director

Approved As To Form:

Amyustice 2/16/21
Assistant Prosecuting Attorney
Franklin County, Ohio

TEAMSTERS UNION, LOCAL 284

Mark Vandak Feb 26, 2021
Mark Vandak (Feb 26, 2021 11:55 EST)
Mark Vandak, President
Teamsters Local #284

Brian Barrowman Feb 26, 2021
Brian Barrowman (Feb 26, 2021 11:32 EST)
Brian Barrowman, Recording-Secretary
Teamsters Local #284

ROZAILA ELAINE BRIDGES Feb 23, 2021
ROZAILA ELAINE BRIDGES (Feb 23, 2021 08:33 EST)
Rozailla Elaine Overton, Chief Steward

Wanda K. Thomas Feb 22, 2021
wanda thomas (Feb 22, 2021 12:53 EST)
Wanda K. Thomas, Steward

Caren Woods Feb 22, 2021
Caren Woods (Feb 22, 2021 12:51 EST)
Caren Woods, Steward

Tinniqua N. Gurley Feb 22, 2021
Tinniqua N. Gurley (Feb 22, 2021 09:55 EST)
Tinniqua Gurley, Steward

APPENDIX A

**FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
CLASSIFICATION AND SALARY SCALE
EFFECTIVE 1-1-2021**

CLASSIFICATION	GRADE LEVEL	RANGE MINIMUM	RANGE ANNUAL
Clerk 1 Imaging Production Assistant/Clerk 1	1	15.00	\$31,200
Imaging Production Assistant/Clerk 1 (Lead)	2	15.10	\$31,408
Cashier Clerical Specialist Client Info Specialist Secretary 1	3	15.25	\$31,720
Client Info Specialist (Lead) Secretary 1 (Lead) Account Clerk I Legal Secretary Sustainability Officer	4	15.50	\$32,240
Account Clerk 2 Legal Secretary (Lead) Genetic Testing Assistant	5	16.00	\$33,280
Paralegal	9	18.55	\$38,584
Paralegal (Lead) Support Officer 1	10	19.31	\$40,164.80
IT Support Analyst Support Officer 2	11	20.08	\$41,766.40

APPENDIX B

Performance Appraisal Guidelines

Purpose:

Performance appraisals are meant to objectively, fairly, and impartially evaluate the job performance of all employees. Each review will be used to:

- Work towards attainment of the Franklin County Core Principles and Agency goals.
- Inform the employee of strengths, opportunities for improvement, and progress.
- Improve performance and productivity.
- Develop employee skills.
- Recognize accomplishments and good work.

RATING SCALE:

Outstanding - Work performance is of exceptional or unique contribution in support of unit, agency or county objectives. The outstanding rating applies to all aspects of the dimension being rated. Although used infrequently, this rating is achievable by any employee.

Exceeds Expectations - Work performance always achieves expectations and frequently exceeds them. Demonstrates very high-level performance in all areas of responsibility and influences others to improve their performance. Employee requires little guidance to perform at a high level.

Successfully Meets Expectations - Work performance consistently fulfills expectations and periodically may exceed them. Quality work is performed in all significant areas of responsibility.

Improvement needed - Performance does not consistently meet expectations. Employee lacks motivation, requires frequent guidance, may repeat errors, or, requires reminders about workplace rules, processes and/or ethics.

Performance Unacceptable - Employee does not meet most of the basic expectations and/or has failed to meet agreed upon goals. Employee performance is poor and requires significant improvements in the short term. Employee may actually be doing things that negatively affects others performance and/or the operations of the department.

PROCESS:

Performance Appraisals will take place during an employee's probationary period and annually once an employee has successfully completed probation. Evaluations may also be required at other times as deemed appropriate by management. The Supervisor will complete the evaluation and submit it to an Authorized Agency Representative or the Appointing Authority for review and signature. Next, the Supervisor will set up a time to discuss the Performance Appraisal with the employee. Upon completion of the discussion, the employee will sign that the Performance Appraisal was shared and a copy of the document will be given to the employee. The employee may respond to the evaluation in writing within 3 days if they would like to submit comments. Three days after the Performance Appraisal discussion, the Performance Appraisal and any written comments will be forwarded to the Authorized Agency Representative and/or the Appointing Authority for final review and signature. Note: a second review by the Authorized Agency Representative or the Appointing Authority is not necessary if additional comments are not timely submitted by the employee. Completed Performance Appraisal forms and written employee comments (if any) will be scanned and emailed to the Human Resources Department for placement in the employee's personnel file using the following file naming conventions:

Annual Appraisal = 4digityear"A"LastName.FirstName for example: 2020ASmith.John

Probationary Appraisal = 4digityear”P”LastName.FirstName for example: 2020PSmith.John

Other Appraisal = 4digityear”O”LastName.FirstName for example: 2020OSmith.John

Email to: BOCPerformanceAppraisal@franklincountyohio.gov

Please note: The Performance Appraisal period is July 1 through June 30. Annual Performance Appraisals are due no later than August 1st each year. Performance appraisals may be shared electronically. Performance Appraisal Review discussions can take place via phone or virtual meeting; electronic signatures are acceptable.



**Franklin County Performance Appraisal
Teamster's Bargaining Unit**

Employee: _____ **Agency:** _____ **Work Unit:** _____ **Classification:** _____
Review Period: _____ **to** _____ **Supervisor's Name:** _____
Employee Type: [click here to select](#) **Appraisal Reason:** [click here to select](#)

Appraisal

1. Quality, Quantity of Work and Job Knowledge: The employee consistently produces thorough and accurate work product and consistently completes tasks for which they are responsible. Employee pays attention to detail and completes work in a timely manner. The employee understands and is knowledgeable of the duties, methods, and procedures required of the job.

Appraisal Rating: [click here to select](#)

Supporting Statements:

2. Interpersonal Relations/Teamwork: The employee works harmoniously with others, promotes cooperation; maintains strict ethical behavior and positive relations with fellow employees and agency constituents; is sensitive to the needs of others and is courteous to the public. The employee exhibits a positive attitude and contributes to high morale in the workplace. The employee engages in and supports agency initiatives/projects including office charitable events.

Appraisal Rating: [click here to select](#)

Supporting Statements:

3. Organization and Planning: The employee is able to set priorities and develop systematic and effective means for accomplishing tasks in an efficient and timely manner.

Appraisal Rating: [click here to select](#)

Supporting Statements:

4. Decision Making/Problem Solving: The employee is able to define a problem and make timely and effective decisions on the basis of available information. The employee trouble shoots potential issues and communicates ideas for improving processes, customer service, staff relations, etc. The employee takes responsibility for work product.

Appraisal Rating: [click here to select](#)

Supporting Statements:

5. Verbal and Written Communication: The employee is able to present ideas and information concisely, logically, and effectively in both verbal and written communication. The employee responds to communication in a timely and efficient manner and consistently has a proactive communication style.

Appraisal Rating: [click here to select](#)

Supporting Statements:

6. Performance Stability: The employee is able to maintain a consistent level of performance under a variety of conditions, e.g. stress and/or lack of leadership. The employee is flexible and adaptable enough to maintain performance under a variety of circumstances, and, is competent in performance of required duties, including position specific goals.

Appraisal Rating: click here to select

Supporting Statements:

7. Self-Management: The employee is punctual, works their full shift, does not have unexcused absences, and returns promptly from breaks. The employee is focused on their duties without the distraction of personal calls, texting, surfing the internet, excessive socializing, or disappearing from the work area without cause. The employee does not create or take part in workplace drama. Abides by work rules and county policies. Completes training as required and performs with a positive attitude.

Appraisal Rating: click here to select

Supporting Statements:

8. Performance Enhancement/Employee Development plans for the next appraisal period:

Plan:

This Performance Appraisal was completed by:

Supervisor Signature: _____

Date: _____

This Performance Appraisal has been reviewed by:

**Authorized Agency Representative
or Appointing Authority Signature:** _____

Date: _____

Employee acknowledges receipt of this Performance Appraisal and understands that written comments must be submitted within 3 business days of the Performance Appraisal Discussion with the Supervisor. The Performance Appraisal and written comments, if any, will be forwarded to the Authorized Agency Representative and/or the Appointing Authority for final review.

Comments have been attached in response to this Performance Appraisal: _____ yes _____ no

Employee Signature: _____

Date: _____

Final Review (signature is needed if written comments are received within 3 business days of the Performance Appraisal discussion.)

**Authorized Agency Representative
or Appointing Authority Signature:** _____

Date: _____

After completing this form, please sign and date it and give it to your immediate supervisor.

EMPLOYEE

DATE

SUPERVISOR REVIEW

Please review the employee's responses carefully to see whether you think the information provided accurately describes their position. Do not change the employee's responses. Write any additions or exceptions you would make to the employee's responses below. Please indicate a page number and topic area for easy reference.

I have reviewed the content of the questionnaire and agree that the responses are reflective of the position except as noted above.

Supervisor

Date

Supervisors are to return the signed forms to their agency Director or designee within seven days of receipt. The form will then be forwarded to Human Resources.












Teamsters Contract 2021-2023
















Final Audit Report

2021-03-01

Created:	2021-02-18
By:	Ellen French (eefrench@franklincountyohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1uwISKOwvsPBhYeVXXu959xypGqQDj1j

"Teamsters Contract 2021-2023" History

-  Document created by Ellen French (eefrench@franklincountyohio.gov)
2021-02-19 - 8:39:29 PM GMT - IP address: 50.4.35.114
-  Document emailed to Tinniqua N. Gurley (tinniqua.gurley@jfs.ohio.gov) for signature
2021-02-19 - 8:43:16 PM GMT
-  Email viewed by Tinniqua N. Gurley (tinniqua.gurley@jfs.ohio.gov)
2021-02-22 - 2:55:19 PM GMT - IP address: 23.103.201.254
-  Document e-signed by Tinniqua N. Gurley (tinniqua.gurley@jfs.ohio.gov)
Signature Date: 2021-02-22 - 2:55:54 PM GMT - Time Source: server- IP address: 156.63.69.216
-  Document emailed to Caren Woods (caren.woods@jfs.ohio.gov) for signature
2021-02-22 - 2:55:56 PM GMT
-  Email viewed by Caren Woods (caren.woods@jfs.ohio.gov)
2021-02-22 - 4:44:25 PM GMT - IP address: 23.103.200.254
-  Document e-signed by Caren Woods (caren.woods@jfs.ohio.gov)
Signature Date: 2021-02-22 - 5:51:04 PM GMT - Time Source: server- IP address: 156.63.69.176- Signature captured from device with phone number XXXXXXX3768
-  Document emailed to wanda thomas (wanda.thomas@jfs.ohio.gov) for signature
2021-02-22 - 5:51:07 PM GMT
-  Email viewed by wanda thomas (wanda.thomas@jfs.ohio.gov)
2021-02-22 - 5:51:35 PM GMT - IP address: 23.103.200.254
-  Document e-signed by wanda thomas (wanda.thomas@jfs.ohio.gov)
Signature Date: 2021-02-22 - 5:53:36 PM GMT - Time Source: server- IP address: 156.63.69.176- Signature captured from device with phone number XXXXXXX9477
-  Document emailed to ROZAILA ELAINE BRIDGES (rozaila.bridges@jfs.ohio.gov) for signature
2021-02-22 - 5:53:38 PM GMT

-  Email viewed by ROZAILA ELAINE BRIDGES (rozaila.bridges@jfs.ohio.gov)
2021-02-23 - 1:26:36 PM GMT- IP address: 156.63.69.79
-  Document e-signed by ROZAILA ELAINE BRIDGES (rozaila.bridges@jfs.ohio.gov)
Signature Date: 2021-02-23 - 1:33:19 PM GMT - Time Source: server- IP address: 156.63.69.79
-  Document emailed to Brian Barrowman (bbarrowman@teamsters284.org) for signature
2021-02-23 - 1:33:21 PM GMT
-  Email viewed by Brian Barrowman (bbarrowman@teamsters284.org)
2021-02-23 - 1:33:46 PM GMT- IP address: 74.135.12.52
-  Document e-signed by Brian Barrowman (bbarrowman@teamsters284.org)
Signature Date: 2021-02-26 - 4:32:46 PM GMT - Time Source: server- IP address: 74.135.12.52
-  Document emailed to Mark Vandak (mvandak@teamsters284.org) for signature
2021-02-26 - 4:32:49 PM GMT
-  Email viewed by Mark Vandak (mvandak@teamsters284.org)
2021-02-26 - 4:51:45 PM GMT- IP address: 74.135.12.52
-  Document e-signed by Mark Vandak (mvandak@teamsters284.org)
Signature Date: 2021-02-26 - 4:55:44 PM GMT - Time Source: server- IP address: 74.135.12.52
-  Document emailed to Susan A. Brown (susan.brown@jfs.ohio.gov) for signature
2021-02-26 - 4:55:46 PM GMT
-  Email viewed by Susan A. Brown (susan.brown@jfs.ohio.gov)
2021-03-01 - 3:50:42 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Susan A. Brown (susan.brown@jfs.ohio.gov)
Signature Date: 2021-03-01 - 3:51:52 PM GMT - Time Source: server- IP address: 156.63.69.176
-  Document emailed to Robert Young (rjyoung@franklincountyohio.gov) for signature
2021-03-01 - 3:51:54 PM GMT
-  Email viewed by Robert Young (rjyoung@franklincountyohio.gov)
2021-03-01 - 3:52:29 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Robert Young (rjyoung@franklincountyohio.gov)
Signature Date: 2021-03-01 - 3:52:45 PM GMT - Time Source: server- IP address: 184.57.3.110
-  Agreement completed.
2021-03-01 - 3:52:45 PM GMT