

STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT

2012 DEC 17 P 4:51

BETWEEN

FRANKLIN COUNTY CHILD SUPPORT

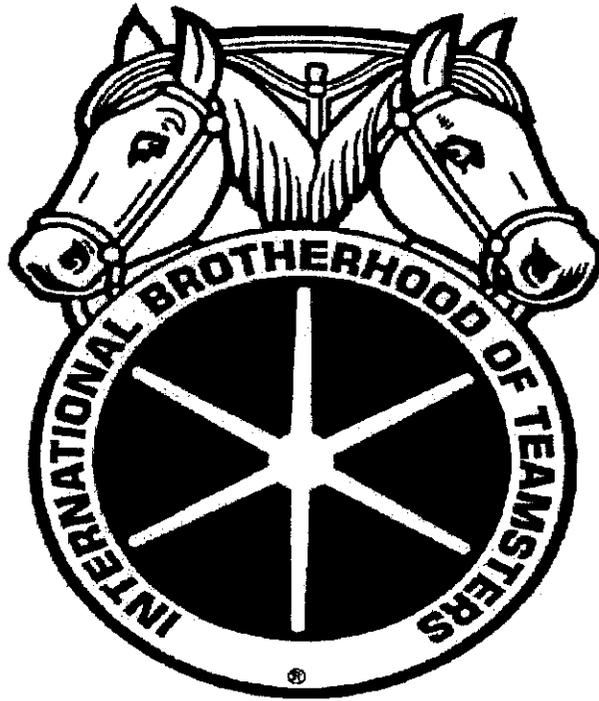
ENFORCEMENT AGENCY 10-MED-09-1008

AND

11-MED-09-1097

3003-01

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL #284



EXPIRES: 12/31/2014

103

K# 29/41

**TEAMSTERS LOCAL UNION 284
OFFICERS
AND
BUSINESS AGENTS**

**DAN KIRK
PAUL SUFFOLETTO
DON GIVENS
DON MANN**

**PRESIDENT
SECRETARY-TREASURER
VICE-PRESIDENT
RECORDING SECRETARY**

**TOM BECKER
CARL ROLLINS
GARY SCHOENIAN**

**TRUSTEE
TRUSTEE
TRUSTEE**

**TEAMSTERS LOCAL UNION NO. 284
555 E. RICH STREET
COLUMBUS, OHIO 43215
(614) 228-0727
(800) 237-1201**

Resolution authorizing the Franklin County Child Support Enforcement Agency to enter into a Collective Bargaining Agreement with Teamsters Union, Local 284

WHEREAS, the Franklin County Child Support Enforcement Agency and Teamsters Union, Local 284, have engaged in collective bargaining negotiations pursuant to Chapter 4117 of the Ohio Revised Code; and

WHEREAS, the Franklin County Child Support Enforcement Agency and Teamsters Union, Local 284 have tentatively reached agreement as a result of those negotiations; and

WHEREAS, the Collective Bargaining Agreement shall be effective on January 1, 2012, and shall remain in full force and effective until 12:00 midnight December 31, 2014;

BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY OHIO:

That the Board of Commissioners approves the Collective Bargaining Agreement as negotiated by the Teamsters Union, Local 284 and the Franklin County Child Support Enforcement Agency, including all terms and conditions of said Agreement of which a copy is attached as Exhibit A.

Prepared by: Tracy Hanson

cc: Child Support Enforcement Agency
Department of Human Resources
Teamsters Union, Local 284

SIGNATURE SHEET

Resolution No. 0800-12

November 20, 2012

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS UNION, LOCAL 284.

(Human Resources)

Upon the motion of Commissioner John O'Grady, seconded by Commissioner Marilyn Brown:

Voting:

Paula Brooks, President

Aye

Marilyn Brown

Aye

John O'Grady

Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



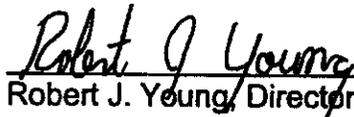
Debra A Willaman, Clerk
Board of County Commissioners
Franklin County, Ohio

**Franklin County Child Support Enforcement Agency and Teamsters Union,
Local 284 Collective Bargaining Agreement Summary**

This resolution is to authorize the Franklin County Child Support Enforcement Agency to enter into a collective bargaining agreement with the Teamsters Union, Local 284. This agreement has been tentatively agreed to between the parties.

The term of the contract is January 1, 2012 thru December 31, 2014. Significant terms of the contract include:

- **Bereavement Leave** granted in accordance with the Franklin County Commissioners Employee Handbook.
- **Wages**
 - Increase the service credit lump sum payment by \$25.00 for all employees who have completed five years of service.
 - Employees will receive a one-time ratification signing bonus in the amount of \$100.00
 - 2012 – 1.5 % increase to base wages
 - 2013 – 1.5 % increase to base wages
 - 2014 – 2.0 % increase to base wages
- **Health Benefits**
 - Effective the first day of the first month following ratification of the Contract. Employees will pay \$95 per month to cover themselves and any children. And \$195 per month for employees who choose to cover their spouse.
 - Effective April 1, 2013 - Employees will pay an amount not to exceed \$110 per month to cover themselves and any children. And \$230 per month for employees who choose to cover their spouse.
 - Effective April 1, 2014 - Employees will pay an amount not to exceed \$125 per month to cover themselves and any children. And \$250 per month for employees who choose to cover their spouse.



Robert J. Young, Director, Human Resources

STATE EMPLOYMENT
RELATIONS BOARD

2012 DEC 17 P 4: 51

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS UNION, LOCAL 284

and

FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

January 1, 2012 through December 31, 2014

TABLE OF CONTENTS

	<u>Page</u>
Article 1 - Absences	1
Article 2 - Accident and Injury Reporting.....	3
Article 3 - Alcohol and Drug Policy.....	4
Article 4 - Americans with Disabilities Act of 1990 (ADA) Grievance Procedure	5
Article 5 - Dues Check Off and Fair Share	7
Article 6 - Court Leave.....	9
Article 7 - Disciplinary System	11
Article 8 - Equal Employment Opportunity Policy	15
Article 9 - Equipment	16
Article 10 - Family and Medical Leave of Absence.....	18
Article 11 - Gender and Definition of Employees.....	23
Article 12 - Grievance and Arbitration Procedure.....	24
Article 13 - Health and Safety	31
Article 14 - Health Insurance Benefits	33
Article 15 - Holidays	35
Article 16 - Hours of Work.....	37
Article 17 - Job Classifications.....	41
Article 18 - Job Posting and Bidding.....	43
Article 19 - Labor Management Committee.....	46
Article 20 - Layoff and Recall	48
Article 21 - Management Rights	50

Article 22 - Military Leave.....	52
Article 23 - Building Access	55
Article 24 - No Strike/No Lockout.....	56
Article 25 - Outside Employment.....	58
Article 26 - Overtime and Compensatory Time	59
Article 27 - Payday	61
Article 28 - Personnel Files	62
Article 29 - Probationary Period.....	64
Article 30 - Provision Contrary to Law	66
Article 31 - Recognition	67
Article 32 - Record Keeping.....	68
Article 33 - Seniority	69
Article 34 - Sexual Harassment.....	71
Article 35 - Sick Leave Usage and Wellness Incentive.....	73
Article 36 - Subcontracting.....	78
Article 37 - Tuition Reimbursement.....	79
Article 38 - Union Bulletin Board	80
Article 39 - Vacation Leave and Conversion of Accumulated Unused Vacation Leave Credit to Cash	81
Article 40 - Wages.....	84
Article 41 - Duration.....	86

**Appendix A – Franklin County Child Support Enforcement Agency Classification
and Salary Scale Effective 1-1-1288**

**Appendix B – Franklin County Child Support Enforcement Agency Employee
Performance Review.....90**

ARTICLE 1

ABSENCES

Section 1.

For purposes of notification only, if an employee is unable to report for work for any reason, other than on approved family or medical leave of absence under the Family and Medical Leave Act, or if an employee will be late in arriving for work, the employee must notify his/her Supervisor each day that he/she will not be working, no later than sixty (60) minutes after his/her shift starts, except as provided below in Section 2, unless a written leave of absence form has been submitted. An employee failing to properly notify his/her Supervisor will be subject to disciplinary action in addition to being placed in non-pay status for the period of the absence as a result of the failure to comply with this section.

Section 2.

The Agency does provide for an alternate method of reporting absences or late arrivals during the hours of 5:00 p.m. and 8:00 a.m. That method is as follows:

To notify his/her Supervisor that he/she will not report to work at the appointed time, a recorded message can be left at (614) 525--7203. If the telephone number for leaving a recorded message changes, the employees will receive prior notice of such change. The message, which may be left after the end of the work day and before the start of the next work day, will be forwarded to the appropriate Supervisor.

The employee must provide the following information:

1. The employee's name.
2. Date.
3. Time

4. When the employee will be returning to work, if known.

5. Immediate Supervisor.

This will allow the employee to call when ill and comply with the Agency requirement.

If the employee does not call and leave a recorded message, the employee must contact his/her Supervisor within sixty (60) minutes after the starting time as noted above.

Section 3.

The mere reporting of an absence does not constitute approval of a leave and/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 9-911 for emergency paramedic services from the Columbus Fire Department, if warranted.

Section 2. Report

Report the accident or injury to your Supervisor as soon as possible, but no later than 48 hours after the occurrence of the accident or injury, unless the employee is physically incapable of reporting.

Section 3. Complete and Turn in Form

Complete the County Accident Report Form for Injured Employees (ARFIE) and give it to your immediate supervisor at the time of reporting, but no later than one week after the occurrence of the accident/incident unless the employee is physically incapable of completing the form. Obtain the form from your supervisor or the Agency's Payroll Clerk.

Section 4. Work-Related Illness or Injury Absence

Should medical attention become necessary, Bureau of Workers' Compensation forms shall be made available from the Agency's Payroll Clerk. These forms are to be filled out by the Employer and the employee. Appropriate County Accident Report forms and the Bureau of Workers' Compensation forms should be submitted to the Employer.

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 that alcohol, illegal substances, narcotics or medically unauthorized drugs are present in an employee's system while he/she is working, he/she may be requested to submit to a testing procedure to determine the presence of those substances in his/her system. If the results indicate presence of alcohol, illegal substances, narcotics or medically unauthorized drugs in an employee's system, he/she may be subject to disciplinary action up to and including dismissal. If an employee refuses to submit to the test, then he/she 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)

GRIEVANCE PROCEDURE

The Franklin County Board of Commissioners wants to ensure prompt and equitable resolution of any and all complaints regarding structural barriers, access to programs, services, benefits and employment governed by the Franklin County Board of Commissioners.

Individuals who feel they have been discriminated against due to a disability are encouraged to initially make an informal ADA request for accommodations to their Supervisor or Agency Director or his/her designee. However, individuals have the right to file a complaint in either a court of law at any time or with a designated federal agency within 180 days of the alleged discrimination.

STEP I

If the ADA request for accommodation is not resolved at the Agency level, then the aggrieved individual (the grievant), or group of individuals, must submit the grievance in writing within fifteen (15) working days of the alleged discrimination to one of the two designated ADA Coordinators.

- A. Submit written complaints concerning structural barriers to Director of Public Facilities, ADA Coordinator - Facilities, Franklin County Public Facilities Management, 373 South High Street, Columbus, Ohio 43215. The telephone number is 614/525-3800.
- B. Submit written complaints concerning access to programs, services, benefits or application to employment to Director of Human Resources, ADA Coordinator - Programs and Employment, Franklin County Board of Commissioners, Human Resources Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215. The telephone number is 614/525-6224.

The grievance must contain the grievant's name, address and telephone number. The aggrieved person has the right to have persons of his/her choice present during any discussion with the respective ADA Coordinator. The ADA Coordinator will reply in writing to the grievant within ten (10) working days.

STEP II

If the grievant is not satisfied with the Coordinator's response, he/she may forward the claim to the Deputy County Administrator, Franklin County Board of Commissioners, 373 South High Street, 26th Floor, Columbus, Ohio 43215, within ten (10) working days following receipt of the Coordinator's response. The Deputy County Administrator will convene an ADA Committee comprised of the relevant ADA Coordinator, the Agency Director, and the Deputy County Administrator. The ADA Committee will review the complaint within thirty (30) days of the receipt of the claim by the Deputy County Administrator and recommend action to the County Administrator within ten (10) working days of the meeting. The County Administrator will then provide the final decision to the grievant within ten (10) working days.

A record of all proceedings and action taken on each step of the grievance will be maintained.

ARTICLE 5

DUES CHECK OFF AND FAIR SHARE

Section 1. Dues Check Off

The Employer will deduct monthly membership dues or fees payable to the Union upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. 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.

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.

The Employer's obligations to make deductions shall terminate automatically upon termination of employment, layoff from work, unpaid leave of absence or transfer of an employee to a job classification outside the bargaining unit. 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. 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. Fair Share Fee

Any employee who is not a member of Local 284 shall pay Local 284, through payroll deduction, a contract service fee or fair share for the duration of the Agreement. This provision shall not require any employee to become or remain a member of Local 284, nor shall the fee exceed the dues paid by members of Local 284 in the same bargaining unit. Local 284 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of Local 284 less each non-member's proportionate share of the amount of Local 284's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of Local 284's use of such fee, deductions shall continue, but Local 284 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of O.R.C. 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

Section 3. 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.

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 use vacation, compensatory time leave, or leave of absence without pay for purposes of attending the hearing. 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

Request leave as soon as possible. Turn in Request for Leave form and attach a copy of the summons, subpoena, or other documentation.

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

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. Dismissal or removal with notice of dismissal or 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 his/her 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. An employee may, at this point, file a grievance to the disciplinary action. The employee will be required to sign any disciplinary notice, as proof that he/she actually received the notice. If an employee refuses to sign any disciplinary notice, the employee shall note his/her refusal to sign on the face of the disciplinary action. By signing the disciplinary notice, the employee is not admitting any wrongdoing. If the employee still refuses to sign the disciplinary action, the refusal to sign should be witnessed by another individual. The witness must sign the face of the disciplinary notice noting the employee's refusal to sign the disciplinary notice.

It is the intent of the parties that before a pre-disciplinary hearing on a recommendation for a suspension and/or termination, the employee and/or one Union representative shall meet with the Agency Director or his/her designee in an attempt to resolve the matter unless the parties mutually agree otherwise. If the matter is not resolved, a pre-disciplinary hearing will be scheduled in accordance with Agency practice. The Agency shall provide the Union's Business Agent and Chief Steward a copy of all pre-existing documents, reports, witness statements, and/or information that the Agency intends on using as a basis for discipline at least three (3) days prior to the pre-disciplinary hearing. If discipline is approved by the Franklin County

Board of Commissioners subsequent to the pre-disciplinary hearing, the employee and/or the Union may file a grievance in accordance with Article 12 of the Agreement.

An employee may appeal any disciplinary action through the grievance-arbitration procedure. 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 is his/her sole remedy.

An employee, other than one in his/her probationary period, shall be given a pre-disciplinary hearing in conformance with Agency practice 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.

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 or disability which can be reasonably accommodated.

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. In addition, employees must return and shall not destroy or alter all Employer property in their possession, including any computer equipment, hardware or software and computer files, records and documents, as they are considered property of the Employer, to the Employer at the time their employment is voluntarily or involuntarily terminated.

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.

ARTICLE 10

FAMILY AND MEDICAL LEAVE OF ABSENCE

Section 1. Overview

A family or medical leave of absence may be granted to an employee if the employee has worked for the Employer for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) months.

Upon request, an employee may take a medical or family leave of absence of up to twelve (12) weeks during a twelve (12) month period (which begins the date his/her first leave of absence begins) for the following reasons: (1) the birth of a child and to care for the newborn child; (2) the placement of a child for adoption or foster care (the employee may take the leave addressed in subpart (1) and subpart (2) any time up to twelve (12) months from the date of the birth or placement); (3) to care for the employee's spouse, child or parent with a serious health condition; and (4) a serious health condition that makes the employee unable to work.

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient overnight care in a hospital, hospice, or residential care facility, or continuing treatment by a state licensed health care provider for more than three (3) calendar days for pregnancy, or treatment for chronic, permanent long-term, or multiple treatments for non-chronic conditions. With respect to family members, the term is intended to cover conditions or illnesses that require continuing treatment by a state licensed health care provider and affects the health of a family member so that the family member is expected to be unable to participate in school or in the family member's regular daily activities for more than three (3) calendar days.

Section 2. Qualifying Exigency Leave

Upon request, an employee may take a “qualifying exigency” leave of absence of up to twelve (12) weeks during a twelve (12) month period (which begins on the date of the employee’s first leave of absence) to manage the affairs of an immediate family member who is a member of the National Guard or Reserves and who is on actual duty or on notification of impending military active duty. The Employee must be eligible for FMLA at the time “qualifying exigency” leave is scheduled to occur. Employees are eligible for twelve (12) total weeks of FMLA during a twelve (12) month period irrespective of whether the leave is used for child birth, a serious health condition, a qualifying exigency, or a combination of reasons allowed under FMLA.

Section 3. Military Caregiver Leave

Employees may take up to twenty-six (26) total weeks of FMLA leave during a single twelve (12) month period to care for a spouse, son, daughter, parent, or next of kin who is a “covered service member” with a serious injury or illness incurred in the line of duty while on active duty. A “covered service member” for this type of leave includes members of both the Regular Armed Forces and the National Guard or Reserves. The Employee must be eligible for FMLA at the time “military caregiver leave” is scheduled to occur. Eligible employees may take a combined twenty-six (26) weeks of leave for military caregiver leave or in combination with leave for any other FMLA qualifying reason in a single twelve (12) month period, except the employee may not take more than twelve (12) weeks of leave for other FMLA qualifying reasons during this period.

Section 4. Notification Requirements

An employee must submit a "FMLA Medical Certification" form to Human Resources at least thirty (30) days in advance of the leave when the leave is foreseeable. When such leave is unforeseeable, the employee must submit a "FMLA Medical Certification" form as soon as practicable. An employee must also submit a Request for Leave form to the Employer at the same time that the "FMLA Medical Certification" is submitted to Human Resources if the leave is foreseeable. When such leave is unforeseeable, the employee must also submit a Request for Leave form to the Employer as soon as practicable, but no later than by the end of the first day the employee returns to work. In the event that Human Resources declares the medical certification incomplete/insufficient, Human Resources must notify the employee in writing of what information is lacking and allow seven (7) days to correct the information. An additional thirty (30) calendar days must be granted for the employee to correct the information if circumstances reasonably justify the extension. Human Resources may request Recertification of an ongoing condition every six (6) months. (Human Resources may require a second opinion at the Employer's expense. If the first and second opinion conflict, the Employer and the employee, with consultation with the Union, if requested by the employee, shall mutually select a physician to provide a third opinion. The third opinion shall be at the Employer's expense. This opinion shall be binding on the Employer and the employee).

An employee must substitute any of the employee's accrued paid vacation, personal or sick leave for any part of the twelve (12) week leave taken for any FMLA qualifying reason and/or any part of the twenty-six (26) weeks taken under military caregiver leave. If the employee does not have enough accrued leave time to cover the absence, the employee may apply for leave without pay necessary to complete the total time allowed by law. If the employee

has more than twelve (12) or twenty-six (26) weeks of accrued sick and/or vacation time, the employee may use that leave time to take an additional leave of absence, subject to Article 35, Sick Leave Usage and Wellness Incentive and Article 39, Vacation Leave and Conversion of Accumulated Unused Vacation Leave Credit to Cash. However, unpaid leave may be extended beyond the total time allowed by law only upon written recommendation of the Agency Director and with the approval of the Franklin County Board of Commissioners. Upon the employee's return from an approved FMLA leave, the employee will be reinstated to their former position or an equivalent position.

When an employee who has taken leave due to their own serious health condition returns to work from a medical leave, the employee must provide a Fitness for Duty document from their physician or practitioner specifying that the employee can perform their duties.

Section 5. Health Care Coverage.

For the duration of family or medical leave under the FMLA, the Employer will maintain the employee's health coverage under any "group health plan" under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back health insurance premiums during an unpaid family or medical leave under the FMLA if the employee does not return to work unless the reason is due to: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or (2) other circumstances beyond the employee's control.

Section 6. Miscellaneous.

The employee is responsible for contacting the Public Employment Retirement System (PERS) directly for information on how an unpaid family or medical leave under the FMLA is treated as continued service for retirement purposes.

Any part of this Article that is subsequently determined to be contrary to law or Department of Labor rules and regulations, will be modified to conform to the law or rules and regulations.

ARTICLE 11

GENDER AND DEFINITION OF EMPLOYEES

All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it shall be understood to include both male and/or female employees, except as specifically designated.

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. 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 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, it begins at Step 2.
- B. **Suspension** – A grievance of a suspension automatically commences at Step 3 of the grievance procedure and shall be filed within seven (7) days of the grievant’s notification of such action.
- 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. 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.
- D. **Termination** – A grievance for an employee termination will automatically commence at Step 3 of the Grievance procedure and shall be filed within seven (7) days of the grievant’s notification of disciplinary action. It will be the intent that all pre-disciplinary hearing

recommendations be issued within fifteen (15) working days. However, if the hearing officer believes, due to the volume of information, complexity of issues, or other potential delays that the decision will exceed fifteen (15) days, the hearing officer will give an estimate of the date the decision will be issued at the hearing.

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 1, 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 him/her. 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.

A. Arbitration Panel

Should the need arise, arbitrators shall be selected by utilizing the Federal Mediation and Conciliation Service (FMCS). 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.

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. Such request shall not be unreasonably denied. Five cents (\$0.05) per page shall be paid by the requesting party at the time of the document reproduction request. 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 his/her 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.

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). Essential employees, as designated by the Agency Director, may be required to report to work and shall receive compensatory time equal to that provided to non-essential personnel in addition to hours worked.

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 select to use vacation leave, personal leave, compensatory time, or leave without pay for any hours he or she does 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 his or her selected form of leave for the remainder of his or her 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.

Effective the first day of the first month following the ratification of this Contract by the Union, and approval by the Franklin County Board of Commissioners, employees will pay \$95 per month for employees to cover themselves and any child(ren) they may have, and \$195 per month for employees who choose to cover their spouse. This \$195 is not in addition to the \$95. That is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse, he/she will pay \$195 to cover them all.

Effective April 1, 2013, employees will pay the same amount toward the health insurance premiums as other employees under the direct auspices of the Franklin County Board of Commissioners in 2013, but not to exceed \$110 per month for employees to cover themselves and any child(ren) they may have and \$230 per month for employees who choose to cover their spouse.

Effective April 1, 2014, employees will pay the same amount toward the health insurance premiums as other employees under the direct auspices of the Franklin County Board of Commissioners in 2014, but not to exceed \$125 per month for employees to cover themselves

and any child(ren) they may have and \$250 per month for employees who choose to cover their spouse.

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 fourth day of July (Independence Day);
6. The first Monday in September (Labor Day);
7. The second Monday in October (Columbus Day);
8. The eleventh day in November (Veteran's Day);
9. The fourth Thursday in November (Thanksgiving Day);
10. The twenty-fifth day of December (Christmas Day);
11. Any holiday (not a day of mourning), designated by the Governor or President of the United States;
12. Full time and part time employees shall receive one (1) personal day each calendar year beginning January 1, 2009, to be used in fifteen minute increments. Effective January 1, 2010, full and part time employees shall receive two (2) personal days 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.

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding the actual holiday shall be observed as the holiday. In the event that 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 he/she would stay the additional ½ 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. Employees who participate in the 4-10 schedule are expected to plan ahead so that they are engaged in productive work if SETS goes down at 5:00 PM or on the first day of the month.

A grace period of up to 6 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.

Section 3. Criteria and Stipulations for Alternative Work Schedules

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 this criteria.

2. 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.
3. 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.
4. No employee can bid on an available alternative work schedule until they have completed their probationary period within the Agency.
5. 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.
6. 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.
7. Any vacancies within an available alternative work schedule will be open for bid at the beginning of each calendar month.

Section 4. Flextime

With the exception of employees working the 4-10 work week, Flex Time may be used when an employee encounters a situation requiring the employee to be off for a brief period of time during the workday, the employee may, at his option, make up the time missed by working additional time during the same work week, not to exceed seven (7) hours in that work week. 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. 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) hours normal work week. The supervisor's approval of such leave will not be unreasonably withheld. The time must be worked in fifteen (15) minute increments.

Section 5. Lunch Periods

The regularly scheduled lunch period is either thirty (30) minutes or one (1) hour to be taken between 11:00 a.m. and 2:30 p.m. 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, subject to the flex rules in Section 4, above. If an employee needs to change his/her 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. If an employee is exempted from all or part of the mandatory lunch period, the employee will not eat while on assignment. 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 copies 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 his/her current classification. However, if an employee is temporarily assigned to perform duties other than those included in his/her 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 his/her 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 is involuntarily demoted for reasons other than the employee's performance, the employee shall not suffer a loss of pay.

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, a written notice shall be posted on the Union bulletin board, through the Franklin County Human Resources Department and the various departments in the County and advertised in local or other publications, at the discretion of the Employer. The vacancy will be posted for a minimum of five (5) working days.

A non-probationary employee may bid on any posted vacancies for which he/she qualifies. Internal candidates must submit a bid form and a resume by the end of the posting deadline. All bid forms shall be available at the Franklin County Human Resources Department.

Section 2.

Each posting shall indicate:

1. Job title and brief description
2. Unit and Supervisor
3. Salary
4. 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. Applicants will be scored 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, at its sole discretion, will determine the number of outside candidates to be interviewed.

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. Any questions regarding an applicant's attendance may be addressed during the interview. In the event that 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 his/her social security number will be awarded the position.

Normally, after completion of the selection process, the Agency Director will reveal upon request, the name(s) of the applicant(s) being recommended to the Franklin County Board of Commissioners to fill the vacant position. 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.

Section 4.

When a job vacancy occurs within a classification, any employee within that classification may request a transfer to the open vacancy before it is posted for bidding. Such request for transfer shall not be unreasonably denied. An employee may only transfer once

within twelve (12) months. The vacancy created by the transfer is solely governed by Section 1 of this Article and is not subject to the transfer language in Section 4 of this Article.

When an initial vacancy occurs, other than a vacancy from a transfer, the position will be posted internally for three (3) working days for those individuals within the same classification eligible for transfer. If more than one employee within the classification applies for the transfer, the position will be filled by seniority.

Section 5.

An employee may opt to take a voluntary demotion. If an employee does so, the employee shall not serve a probationary period when the employee takes a voluntary demotion and shall return to their rate of pay, prior to promotion, including any contractual increases.

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 his/her 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 Commissioners' 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, he/she 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 fourteen (14) calendar days 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 his/her 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, his/her 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 his/her latest mailing address.

ARTICLE 21

MANAGEMENT RIGHTS

Section 1.

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 his/her military orders to his/her 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 his/her 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 his/her 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 his/her military pay is equal to or greater than his/her 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 his/her 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 his/her military status upon employment with the County or immediately upon a change of status during his/her 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 slow down, 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 his/her employment with this Employer, as long as it does not impair the employee's performance for the Employer.

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 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 payday in the calendar year 2012 is Friday, January 13. Subsequent paydates will be every other Friday from this date, unless an earlier paydate is necessary due to a paid Holiday which falls on the scheduled paydate. 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 his or her 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 his or her paycheck before notifying the Agency's Payroll Department of the error in his or her 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. All deductions are itemized on the paycheck stub.

Employees may also use direct deposit, using the "Authorization Agreement for Automatic Deposits (Credits)/Withdrawals (Debits)" form available from your payroll officer.

If any wages are due at the time of termination, the final paycheck will be released on the next scheduled payday, provided all County property has been returned in good condition.

ARTICLE 28

PERSONNEL FILES

An employee may review his/her 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. The personnel file will be reviewed in the presence of the Franklin County Human Resources Department Personnel Administrator or Personnel Officer, and the fact file will be reviewed in the presence of the employee's Supervisor, preferably between 9:00 a.m. and 4:00 p.m. An employee may not remove his/her personnel file from the Franklin County Human Resources Department, or the fact file from the Supervisor's office. Upon an employee's request, an employee shall be provided a copy of any or all of his/her 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 his 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 January 31st 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, who are hired from outside the Agency (FCCSEA), is one hundred and eighty (180) days. At least 60 days prior to the end of the one hundred eighty (180) day probationary period the probationary employee will be provided with a written evaluation of his/her 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 twenty (120) days.

This period will give the employee an opportunity to adequately learn the job and demonstrate his/her 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 probationary period for a total of five (5) work days or more, the employee's probationary period shall be extended by the number of days the employee is absent from work.

Section 2.

A newly promoted employee will be required to successfully complete a probationary period of one hundred twenty (120) days from the effective date of the promotion to the new position. If the employee evidences unsatisfactory performance or chooses not to retain the promotional position, the employee will be returned to his or her 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 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.

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:

Attorneys I and II; Attorney Supervisors; Administrative Hearing Officers; Payroll Specialist; Training Officers; temporary employees; seasonal employees; management-level employees; professional employees; confidential employees, including Administrative Secretaries I and II, Client Affairs Officers, Fiscal Assistants, Accountants, Public Affairs Officers; and Supervisors as defined under the Act, including Director, Assistant Directors, Administrative Counsel, Support Managers, Support Officer Supervisors, Fiscal Officers, Office Managers, Client Information Supervisors, Account Clerk Supervisors, Network Coordinator, Support Services Manager, Quality Assurance Reviewer, Quality Assurance Manager, Paternity Coordinator, Paternity Assistant, and Records Management Supervisor.

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 and the parties cannot agree on the inclusion or exclusion of the job in the bargaining unit, the Employer agrees to join the Union in filing a unit clarification petition with the State Employment Relations Board (SERB).

ARTICLE 32

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.

ARTICLE 33

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 his/her 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 at least quarterly and 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 he/she has 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 his/her 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 his/her 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 USAGE AND WELLNESS INCENTIVE

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 work day 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 of Absence 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 his/her 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 his/her 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 his/her 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 his/her 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. 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. For any eight (8) hours of sick leave used the work day immediately before or after a holiday the employee must 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 his/her 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 nineteen (19) 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.

The Employer shall provide full-time Employees with three (3) days of paid leave upon the death of an immediate family member.

For purposes of bereavement leave, immediate family is defined as mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child, spouse, domestic partner, domestic partner's child, grandparent, grandchild, mother-in-law, father-in-law,

daughter-in-law, son-in-law, sister-in-law, brother-in-law, great grandparents, legal guardian or other person who stands in the place of a parent.

Employees may supplement their bereavement leave with up to two (2) days of accrued leave.

Employees may also use other accrued leaves such as vacation or personal leave upon the loss of a relative, household member or other person not included in the definition of immediate family.

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. The wellness period runs from December 1 through November 30. All new full-time employees hired after December 1, of each year are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to either a cash pay out, 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 pay out, 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 pay out, 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 pay out, 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 pay out, 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 pay out, or to personal leave hours.

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.

On December 1 of each year, 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 pay out, the cash pay out will be issued to the employee in his/her second paycheck in December.

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. All required forms can be found on the Board of Commissioners Human Resources Office of Training and Staff Development website. Any full time-bargaining unit employee who has completed one or more years of continuous service prior to the start of the course shall be eligible to participate in the tuition reimbursement program.

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.

ARTICLE 39

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 his/her 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, he/she 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 his/her 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.

ARTICLE 40

WAGES

Section 1.

Upon ratification of this Agreement and upon approval by the Franklin County Board of Commissioners, each bargaining unit employee will receive a 1.5% increase in base wages retroactive to January 1, 2012. Upon ratification, each bargaining unit employee will receive a one-time ratification signing bonus, which will not be applied to the employee's base wages, in the amount of \$100.00

Effective January 1, 2013, each bargaining unit employee will receive a 1.5 % increase in base wages.

Effective January 1, 2014, each bargaining unit employee will receive a 2.0% increase in base wages. In addition to and after the application of the base wage increase, the Archer Study will be implemented over the next two years, such that all base wages will be at the minimum of the Archer Study base wage range level by the end of 2013. This means that the Archer Study will be 80% implemented by the end of 2012 and 100% by the end of 2013. The minimum base wage rates for each classification are reflected in the attached schedule (See Appendix A).

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 \$175. Each bargaining unit employee who has completed ten (10) years or more of service with the Child Support Enforcement Agency shall receive service credit lump sum of \$325. 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 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.

Retroactive pay will solely be applied to actual hours paid. The 2012 1.5% across-the-board base wage rate increase will be applied to the base rate for bargaining unit employees effective on the date of this Agreement is approved by the Franklin County Board of Commissioners. To be entitled to retroactive pay, the employee must be employed on the date the Franklin County Board of Commissioners approve the Agreement.

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. 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 3. 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.

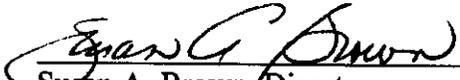
ARTICLE 41

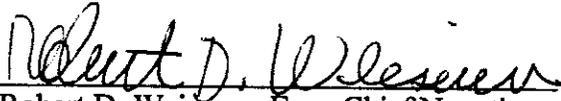
DURATION

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, 2012. It shall terminate at 11:59 p.m. on December 31, 2014.

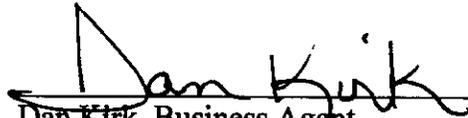
If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120) calendar days prior to the expiration of the Agreement and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be sent certified mail with return receipt requested.

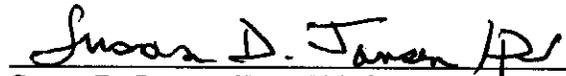
FRANKLIN COUNTY CHILD SUPPORT
ENFORCEMENT AGENCY

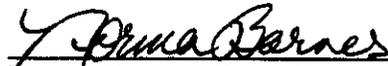

Susan A. Brown, Director


Robert D. Weisman, Esq., Chief Negotiator

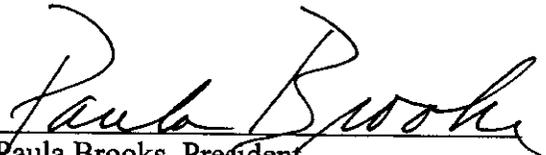
TEAMSTERS UNION, LOCAL 284


Dan Kirk, Business Agent
President, Teamsters Local #284

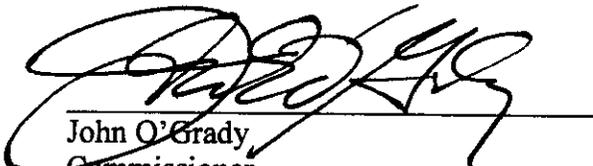

Susan D. Jansen, Esq., Chief Negotiator


Norma Barnes, Chief Steward

FRANKLIN COUNTY COMMISSIONERS


Paula Brooks, President
Commissioner


Marilyn Brown
Commissioner


John O'Grady
Commissioner

Approved As To Form:


Assistant Prosecuting Attorney
Franklin County, Ohio

APPENDIX A

**FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
CLASSIFICATION AND SALARY SCALE
EFFECTIVE 1-1-2012**

CLASSIFICATION	GRADE LEVEL	RANGE MINIMUM
Clerk	1	11.04
Cashier Clerical Specialist Client Info Specialist Secretary 1 Secretary 2	3 3 3 3 3	11.78
Account Clerk 1 Legal Secretary 2	4 4	12.47
Account Clerk 2	5	13.21
Paralegal Support Officer 1	9 9	16.18
Support Officer 2	10	17.18
Software Specialist	11	17.13

APPENDIX A

**FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
CLASSIFICATION AND SALARY SCALE
EFFECTIVE 1-1-2013**

CLASSIFICATION	GRADE LEVEL	RANGE MINIMUM
Clerk	1	11.15
Cashier Clerical Specialist Client Info Specialist Secretary 1 Secretary 2	3 3 3 3 3	12.04
Account Clerk 1 Legal Secretary 2	4 4	12.80
Account Clerk 2	5	13.56
Paralegal Support Officer 1	9 9	16.61
Support Officer 2	10	17.37
Software Specialist	11	18.14

APPENDIX B

**FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
EMPLOYEE PERFORMANCE REVIEW**

		Rating Period		
		From / / To / /		
Name (Last) (First) (M.I.)		SS#		Title
Agency/Division		Section/Unit		<input type="checkbox"/> Mid-Probation <input type="checkbox"/> Annual <input type="checkbox"/> Final Probation <input type="checkbox"/> Special
PERFORMANCE DIMENSIONS		EXPECTATION RATINGS		
		Below	Meets	Above
		RATER COMMENTS Use spaces below for comments. Written comments MUST be provided if there are below expectation ratings. Use reverse side to write performance improvement plans for the next period. Attach additional sheets if necessary.		
QUANTITY/QUALITY Generates and completes work accurately, neatly, and thoroughly in an applicable manner, reflecting the entire scope of employee's duties.				
TIMELINESS Accomplishes required work on schedule. Utilizes time efficiently.				
COOPERATION Contributes to agency effort. Establishes positive working relationships with others. Ability to interpret and respond quickly to new or changed situations, requirements, methods and procedures.				
INITIATIVE/MOTIVATION The employee is able to set priorities and develops systematic and effective means for accomplishing tasks.				
DECISION MAKING The employee is able to define a problem on the basis of available information. Analyzes problems and determines alternative solutions.				
PUBLIC RELATIONS Demonstrates tact, is helpful and projects a professional image. Treats the public and members of other agencies with appropriate consideration.				

COMMUNICATION SKILLS The employee is able to present ideas and information concisely, logically, and effectively in both spoken and written communication.				
ATTENDANCE LWOP and tardiness usage (See Attachment)				

<p>Appraiser's Signature: _____</p> <p>Date: _____</p> <p>Employee's Signature: _____</p> <p>Date: _____</p> <p>_____ I have reviewed this appraisal</p> <p>_____ I request a formal review of this appraisal based on my comments. (FEEL FREE TO USE ADDITIONAL SHEETS IF NECESSARY.)</p>	<p>Signature of Appraiser's Manager: _____</p> <p>Date: _____</p> <p>_____ We have conferred and no revisions have been made.</p> <p>_____ We have conferred and a revised appraisal is attached.</p> <p>EMPLOYEE'S SIGNATURE: _____ (Acknowledging completed form)</p> <p>Date: _____</p>
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**PERFORMANCE IMPROVEMENT PLAN
(LIST EACH PERFORMANCE DIMENSION SEPARATELY)**

FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
BARGAINING UNIT EMPLOYEE PERFORMANCE REVIEW

Purpose

Performance Review utilized to:

- Work toward attainment of Agency mission, goals, and objectives
- Inform the employee of strengths and weaknesses
- Improve performance and productivity
- Strengthen work relationships and improve communication
- Develop employee skills
- Recognize accomplishments and good work

Timeliness

- Annual reviews must be completed no later than the middle of January, for the period ending December 31.
- Employees will also receive a mid-probationary and probationary Employee Performance Review.

Rater Instructions

1. Schedule the Performance Review Conference at least two days in advance.
2. Allow the employee the opportunity to provide the rater with a self-evaluation of his/her performance.
3. Review the Position Description and the last Performance Review Form
 - Written observations of job performance
 - Significant job-related incidents
 - Job-related observations of other appropriate supervisors or managers who work closely with the employee
 - Goals and objectives as they relate to the employee's responsibilities
4. Hold the Performance Review Conference:
 - Provide strict privacy; encourage employee input in discussion of performance Review each performance dimension:
 - a. Recognize good work.
 - b. Ask if there are any areas where help is needed to improve performance.
 - c. Discuss individual and management expectations for the next rating period.
5. Complete the Performance Review Forms before the employee leaves the conference.

- Provide writer rater comments for each performance dimension falling below expectations.
- Complete the Performance Improvement Plan for the next rating period if necessary.

6. Secure proper signatures

Attendance Dimension Rating Scale:

Step 1. Attendance scoring should be consistent. Leave taken under the Family and Medical Leave Act will not be considered in calculating an employee's score. An employee utilizing zero hours of unauthorized LWOP will be considered as meeting expectations. Any usage of unauthorized LWOP will rate a score below expectations. Proceed to Step 2 only if expectations are met.

Step 2. Tardiness and early leave scoring should be consistent. Therefore, the following scoring table is provided. A grace period of six (6) minutes from the shift starting time will be allowed per the Franklin County Board of Commissioners Employee Handbook. Tardiness, early leaves, and leave taken under the Family and Medical Leave Act will not be considered in calculating an employee's score.

Score	Number of Occurrences of Tardiness and Early Leaves
Above	0 Through 6
Meets	7 Through 12
Below	13 or More

