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**CONTRACT**

**between**

**The Franklin County  
Department of Job and Family Services**

**and**

**Ohio Civil Services  
Employees Association**

**LOCAL 11  
AFSCME  
AFL-CIO**

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## **1. AGREEMENT**

The Franklin County Department of Job and Family Services, hereinafter referred to as the "Agency," "Department" or "Employer," and the Ohio Civil Service Employees Association AFSCME/Local 11, AFL-CIO, hereinafter referred to as the "Union," agree to be bound by the terms and conditions of this collective bargaining agreement, hereinafter referred to as a collective bargaining agreement or a Contract.

## **2. STATEMENT OF PURPOSE**

It is the intent and purpose of the parties hereto that this Contract shall provide for orderly, harmonious and cooperative employee relations in the interest of the parties. Toward this end, the parties hereto agree to devote every reasonable and lawful effort to assure that the Employer, Union and bargaining unit employees will comply with the provisions of the Contract.

## **3. RECOGNITION**

Franklin County Department of Job and Family Services recognizes the Ohio Civil Service Employees Association AFSCME/Local 11, AFL-CIO as the exclusive collective bargaining agent for all full-time and regular part-time employees in the following bargaining unit set forth below:

### Included:

All full-time and regular part-time employees of Franklin County Department of Job and Family Services in the classifications listed in Appendices A, B and C.

### Excluded:

All management level, confidential, seasonal and casual employees, supervisors, and all other positions not specifically mentioned in Appendices A, B and C.

## **4. NON-DISCRIMINATION-CIVIL RIGHTS**

Both the Employer and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments not to unlawfully discriminate against employees premised upon race, color, religion, national origin, age, sex, sexual orientation, legally recognized physical or mental handicap or disability or union membership or activity.

## **5. UNION MEMBERSHIP AND ACTIVITIES**

The Employer and Union recognize the right of all employees and all applicants for employment to be free to join or not join the Union and to participate or not participate in lawful, protected and concerted Union activities.

## **6. SEXUAL HARASSMENT**

**6.01** - Sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where either (a) submission to such conduct is made an explicit or implicit term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) 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.

**6.02** - The Employer recognizes that no employee shall knowingly be subjected to sexual harassment. In this spirit, a statement of commitment to this principle will be included in the Employee Handbook and shall be made a rule of personal conduct. An employee who violates this rule will be subject to discipline.

**6.03** - An employee who believes he or she has been harassed by a co-worker or supervisor or agent of the Employer should promptly report the facts of the incident or incidents and the names of the individual(s) involved to his or her supervisor or, in the alternative, to the Human Resources Director or his/her designee. The matter will be promptly investigated and where necessary, appropriate action will be taken.

## **7. MANAGEMENT RIGHTS**

To assure that the Department 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 Department retains the right to determine Departmental policies and procedures, and to manage the affairs of the Department in all respects.

- A. To determine the size and composition of the Department work force, the organizational structure of the Department and the methods by which operations are to be performed by Departmental employees.
- B. To manage the Departmental budget, including but not limited to the right, within the provisions of the Ohio Revised Code.
- C. To determine the nature, extent, type, quality and level of services to be provided to the public by Department employees and the manner in which those services will be provided.
- D. To determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials Department employees shall use.
- E. To process the creation, modification and deletion of all classification specifications and position descriptions through the Human Resources Department in accordance with the Ohio Revised Code and to determine procedures and standards for recruiting, selecting, hiring, training or promoting, except as specifically limited by the Contract.

- F. To assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Department to assure efficient Departmental operations.
- G. To direct and supervise employees and to establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to Departmental employees.
- H. To hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Contract.
- I. To transfer, discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause, except as specifically limited by the Contract.
- J. To layoff employees of the Department because of lack of work or funds, or under conditions where continued work would be ineffective, non-productive or not cost-effective.

## **8. NO STRIKE, NO LOCKOUT**

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

**8.02** - The Union agrees that neither it nor any of its members or any employees covered by this Contract, individually or collectively during the term of this Contract, shall for any reason, cause, permit or engage in "unlawful" 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 sympathy strike, slow down or other interference or interruption of work of the Employer's business or operation.

**8.03** - The Employer and Union agree that the Grievance Procedure of this Contract is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. 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 8.02 of this Article.

**8.04** - 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 8.02, 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 existence of any picket line.

## **9. SUBCONTRACTING**

**9.01** - It is not the intent of the Franklin County Department of Job and Family Services to contract out work solely for the purpose of intentionally undermining the integrity of the bargaining unit.

**9.02** - The Employer intends to utilize bargaining unit employees to perform work which they currently perform, subject to Article 9.03, below.

**9.03** - The Department reserves the absolute right to subcontract work out for the benefit of the County and/or the Department. If the Employer considers contracting out a function or service other than in a temporary emergency situation, which would displace bargaining unit employees, the Employer shall provide reasonable advance notice in writing to the Union, but not less than sixty (60) calendar days, unless sixty (60) calendar days notice cannot be provided as a consequence of Ohio Department of Job and Family Services mandate or a change in legislation. The Employer shall meet with the Union prior to deciding to contract out and discuss the reasons for the proposal and provide the Union an opportunity to present alternatives. The Department agrees to accept the assistance of a Union staff representative in the outplacement process which may result from the subcontracting.

## **10. WORK RULES**

**10.01** - The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

**10.02** - The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is the interest of the Employer to protect the rights and well-being of all employees of the Employer, while not unduly restricting the generally accepted individual rights of any employee. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs and effectively operate the Agency.

**10.03** - The Employer agrees that all work rules which are reduced to writing will be made available to the Union and posted on the internal Agency web portal for employees to review. Copies of newly established written work rules or amendments to existing written work rules will be furnished to the Union and to affected employees by electronic transmission or regular mail. If additional copies are requested by an employee, they will be provided at the Employer's expense.

**10.04** - It is the Employer's intention that work rules, policies and directives will be interpreted and applied uniformly to all employees under similar circumstances. However, the

reasonableness or uniformity of the application may be challenged through the Grievance Procedure where applicable under the terms of this Contract.

All new employees shall be instructed during orientation classes established for that purpose. This instruction will cover Agency personnel policies, procedures and work rules, with sufficient time allotted to obtain clarifications wherever possible.

## **11. PROBATIONARY EMPLOYEES**

**11.01** - A probationary employee is defined as an employee who has been employed for less than one hundred eighty (180) calendar days since his or her most recent date of hire. During the probationary period, the Department has the exclusive right to take any personnel action against the probationary employee, including, but not limited to, layoff, discipline (up to and including discharge), transfer, assignment of work and duties, and such actions shall not be subject to Articles 36 and 37, Grievance Procedure and Arbitration of this Contract. A probationary employee will receive medical benefits commencing on the thirty-first (31<sup>st</sup>) day of employment, to continue thereafter unless and until the employee is no longer retained during the probationary period; the employee's employment is subsequently terminated; the employee resigns or otherwise no longer retains his or her seniority in conformity with the terms of this Contract; the employee is laid off for a period in excess of thirty (30) days; or said benefits are otherwise terminated pursuant to the terms of the Medical Benefits Policy. In the event that the probationary employee is retained after the expiration of his or her probationary period, his or her seniority shall date back to the most recent date of hire. Subject to Federal law on military leave, time spent on leave of absence or in a non-paid status is not counted as part of the probationary period. The probationary period will be extended accordingly. Any employee successfully completing his or her probationary period shall be considered a certified, permanent employee for all purposes.

**11.02** - The Employer will ensure that all newly promoted or newly hired employees will receive adequate training during their probationary period. Newly promoted employees will have one hundred twenty (120) days probation.

**11.03** - Effective upon ratification of this Contract by the Board of Franklin County Commissioners, new employees will receive a mid-probationary evaluation after being employed for ninety (90) calendar days. New employees will be paid at the minimum rate of the range for their classification and will not receive a wage increase at the end of the probationary period. Current probationary employees will be paid at the minimum rate of the range for their classification and will not receive a wage increase at the end of the probationary period.

## **12. CLASSIFICATION**

**12.01** - The Employer has the right to modify the minimum qualifications for any job classification where the Employer deems it appropriate in order to provide an acceptable level of services to the public.

If the Employer elects to modify the minimum qualifications for any classification, the Employer will notify the Union and the affected employees of the classifications affected in writing ninety (90) calendar days prior to implementing the change.

**12.02** - When minimum qualifications are modified, the Employer will provide education and training, if requested, to all affected employees in obtaining minimum qualifications if they do not have the requisite qualifications. The Employer may consider work experience pertinent to the performance of the job for which qualifications have been modified in determining the amount, if any, of additional training necessary for a present employee to satisfy minimum qualifications for a particular job classification. A modification will not be imposed upon a present employee satisfactorily performing the duties encompassed within the modified job classification.

**12.03** - The Employer will negotiate with the Union over the wage rate applicable to the job classifications for which minimum qualifications have been modified by the Employer after such modifications have been made, but prior to implementation. The Employer will meet/negotiate with the Union on the wage rate for the modified class and to solely discuss, but not to negotiate, the minimum qualifications on said class. If no agreement can be reached on the wage rate for the modified class, the Agency and the Union will use the point factor manual as one of the factors in determining the applicable wage rate.

**12.04** - The Employer and the Union agree to form a committee of equal representation of management and bargaining unit members to review and consider possible updates to the classifications and labor grades set forth in Appendix A, B, and C with a form mutually agreed to. Said form will be given to each bargaining unit member for completion and returned to their immediate supervisor, who will review the form for completion and accuracy and forward it to the committee co-chairs within ten (10) working days of receipt. The co-chairs will distribute all forms received to the remaining committee members within ten (10) working days of receipt. A list will be provided to the Union President of all bargaining unit members that responded. The committee will consist of a total of 6 members. The Union's three (3) committee members will be selected by the Union's President. The Employer's three (3) committee members will be selected by the Agency's Director. Meetings will be set at least fourteen (14) calendar days in advance by mutual agreement of the parties. Any findings or recommendations made by the Committee will be non-binding on the Agency and the Franklin County Commissioners. The Committee's first meeting will occur within the first one hundred (100) calendar days after the approval of the collective bargaining agreement by both parties. The Committee will make a good faith effort to review up to three classifications annually and will utilize a neutral outside facilitator from SERB.

**12.05** - Position Audits. Employees who believe they have been assigned job duties outside of their current classification grade level, may request a job audit pursuant to the Administrative Rules Governing Job Classification and Compensation under the Jurisdiction of the Franklin County Board of Commissioners.

### **13. RETIREMENT**

As per O.R.C. 145.32.

## **14. SENIORITY FOR PURPOSES OF PROMOTIONS AND TRANSFERS**

**14.01** - Seniority is the right accruing to employees through length of service which entitles them to preference in such matters as promotions and transfers when all other factors are equal.

**14.02** - Seniority for the purpose of promotions and transfers shall be defined as total service in the employ of the Franklin County Department of Job and Family Services. When employees share a common date of hire, seniority shall be determined by comparing the last four digits of the employees' social security numbers. The employee with the lowest last four digits shall be deemed the most senior.

**14.03** - The following situations shall also be counted toward the total service of employees:

- A. Approved leave of absence;
- B. Military leave;
- C. Layoff followed by recall within a period of 12 months;
- D. Reinstatement, if ordered by an arbitrator exercising legal authority or a court of competent jurisdiction.

**14.04** - No seniority shall accrue until an employee has been continuously employed by the Agency for one hundred eighty (180) days. During this period the employee shall be considered as temporary or probationary. Upon completion of the applicable period, seniority shall date back to the date of employment except that the probationary period will be extended and seniority adjusted by the number of days equal to the number of days off duty for any cause except for negotiated days off with full pay, subject to Federal law on military leave.

**14.05** - While absent from work due to illness or injury, an employee will continue to accumulate seniority.

**14.06** - Part-time employees, who have previously worked full-time, shall continue to accumulate seniority as herein provided, except that their period of employment shall be based upon forty (40) hours of actual working time, exclusive of overtime, per week; that is, a part-time employee shall acquire one (1) year of seniority for each 2,080 hours of actual work, exclusive of overtime.

**14.07** - Whenever there is a vacancy being filled by promotion or transfer, the Human Resources Department will provide, upon request by President or designee of the Union, a seniority listing of all applicants for the vacant position.

## **15. LAYOFF**

**15.01** - When the Agency determines that a layoff is necessary, because of a reorganization for the efficient operation of the Agency, for reasons of economy or for lack of work or funds, the Agency shall notify the Union of the classifications and number of employees affected and provide the Union a succinct written rationale. The Agency shall also meet with the Union to

explain the reason for the layoff. The Union will have ten (10) days to respond. The Union's comments and proposals for avoiding the layoff will be considered before a final decision is made.

**15.02** - The Agency shall notify the Human Resources Department, who with the Agency, shall certify the names of those to be laid off, based on their seniority, but in the following order:

- A. Emergency employees
- B. Temporary employees
- C. Intermittent employees
- D. Probationary employees, in the first six months of most recent hire
- E. Regular part-time employees
- F. Regular full-time employees

**15.03** - An employee affected by the layoff may bump any other employee with less seniority in an equal or lower paid position within the bargaining unit which the employee is qualified to perform, provided that the position is in the same classification series (See Appendix C).

**15.04** - The employee shall be given at least fifteen (15) working days advance written notice of layoff indicating the circumstances which made the layoff necessary.

**15.05** - Employees who are laid off or who bump into a lower classification shall be placed on a recall list for a period of twelve months. The most senior employee on the recall list shall be recalled first. Recalls can occur to any classification in the same classification group or series from which the layoff occurred. Any employee recalled under this Article shall not serve a new probationary period. However, any employee who was serving an original or promotional probationary period at the time of the layoff shall complete the probationary period.

Recall notices shall be mailed by certified mail to the employee's home address as last submitted to the Agency. The employee must signify in writing within ten (10) days of the postmarked date of such notice the employee's intent to return to work. If an employee does not respond in the required time, or if the employee timely responds, but does not return to work on the date scheduled in the recall notice, the employee will be removed from the recall list and terminated.

Employees on a recall list may apply to posted vacancies as if they were a regular full or part-time employee of the Agency. If the employee obtains employment in a new position, he/she shall be retained on the recall list until the twelve month limitation expires.

**15.06** - No employee shall bump or be recalled into a position for which he/she does not meet the minimum qualifications as stated on the position description.

## 16. CORRECTIVE ACTION AND PERSONNEL FILES

**16.01** - No classified employee member of the bargaining unit, shall be reduced in pay or position, suspended, discharged or removed except for just cause.

**16.02** - Probationary employees may, upon request, be afforded the opportunity to informally verbally present their position regarding their employment status to the Director, Assistant Director or Designee if they are advised by a management representative that they are being considered for removal or discharge. Such opportunity will not take place in the context of a formal pre-disciplinary hearing process. Probationary employees have no right to grieve any disciplinary action taken against them up to and including removal or discharge.

**16.03** - Prior to the issuance of a reprimand, in an attempt to avoid need for formal corrective action, the Employer may conduct a meeting with the employee to discuss expected conduct. The employee shall have union representation at such meeting if requested.

Non-probationary employees covered by this Contract shall not be given a suspension or removal order without first being given the opportunity to attend a pre-disciplinary hearing conducted by the Human Resources Department or its designee. At said hearing the employee or his/her representative may show cause why he/she should not be suspended or removed. The Union will be advised at least ninety-six (96) hours in advance of such hearing. The Union staff representative may elect to attend such hearing.

**16.04** - Any suspension or removal issued against a non-probationary employee will be void, and the employee restored to his/her status prior to the suspension or removal (including restoration of all benefits, back pay and seniority) if management fails to use the following procedures for taking corrective action:

- A. No suspension or removal will be taken prior to a pre-disciplinary hearing before the Human Resources Department or its designee (a neutral and detached hearing officer), and receipt from the hearing officer of a decision upholding management's proposed action.
- B. At least four (4) working days prior to the pre-disciplinary hearing referred to above, management must serve the employee with written notice of the charges against him/her.
- C. The employee will have the right to the assistance of a Union representative of his/her choice at the hearing, to be heard in opposition to the charges against him/her, to present witnesses, and to question witnesses against him/her. The Agency and the Union agree that for all matters relative to this Article or this Contract, the Union or its designee shall be the exclusive representative of bargaining unit members.
- D. In all actions, the Employer will provide to the employee or Union, four (4) days prior to a meeting, the evidence it presently has and is relying upon in support of its proposed disciplinary action, dismissal or demotion.

- E. The Human Resources Department or its designee will issue a recommendation to the Board of Franklin County Commissioners within ten (10) working days, excluding Saturdays, Sundays, and recognized Holidays, of the close of the hearing record. The final decision on any recommendation shall be made by the Board of Franklin County Commissioners upon passage of a resolution approving a personnel action of the matter.

**16.05** - After a bargaining unit employee receives a disciplinary letter from the Human Resources Director or his/her designee notifying him/her of a disciplinary action, the Employer will notify the Union President and his/her designee, in writing. The Employer will send the written notice through interagency mail and email within five (5) working days of the time the employee is issued the disciplinary letter.

**16.06** - If the employee is absent from work or cannot be located, the disciplinary letter from the Human Resources Director or his/her designee notifying him/her of a disciplinary action will be sent by certified mail to the employee's last known address within five (5) working days of the date the disciplinary letter is issued.

**16.07** - If the Employer's action is based in whole or part on portions of the employee's work record, or any written material or documentation, such portion of the employee's record will be made available for inspection by the employee upon request, or by the Union Steward or representative upon written request signed by the employee.

**16.08** - In the event an employee who has received a written reprimand has no intervening violations for a period of twelve (12) consecutive months, the written reprimand will not be cited in support of further corrective action nor used adversely in the consideration of the employee for promotion unless the written reprimand involved a life threatening situation.

The same language shall apply to oral reprimands except that oral reprimands will not be cited in support of further corrective action or used adversely in consideration of the employee for promotion where there has been no intervening violation for a period of six (6) months.

**16.09** - In the event an employee who has received a suspension of three (3) days or less and has no intervening violations for a period of three (3) consecutive years the suspension of three (3) days or less will not be cited in support of further corrective action nor used adversely in the consideration of the employee for promotion unless the suspension involved a life threatening situation.

In the event an employee who has received a suspension of more than three (3) days has no intervening violations for a period of five (5) consecutive years, the suspension will not be cited in support of further corrective action nor used adversely in the consideration of the employee for promotion unless the suspension involved a life threatening situation.

**16.10** - An employee who receives a suspension for any reason may serve his/her suspension by reporting to work if requested by the employee and agreed to by the Union and the Employer. The employee shall make his/her selection to serve a working suspension known by executing the form attached to the pre-disciplinary hearing recommendation of suspension. The employee

must obtain a Union representative's signature of approval on the form prior to submitting it to the Center Director or Deputy Director under which the employee works. The form shall be submitted to the Center Director or Deputy Director no later than five (5) working days of the date the pre-disciplinary hearing recommendation is issued.

The Employer will not approve a request for any paid leave time to be taken during a scheduled working suspension.

**16.11** - The Employer agrees that the principle of progressive corrective action will be followed with respect to minor offenses. Ordinarily, an oral warning and written reprimand will precede any suspension for minor offenses, and one (1) or more suspensions will precede dismissal for minor offenses. Copies of all warnings, reprimands and notices of suspension or dismissal will be given to the Union President and his/her designee.

**16.12** - An employee shall have the right to inspect his/her personnel record upon reasonable prior notification being given to the Human Resources Department. The employee may compile, date and insert in said record a list of the documents he/she finds therein.

An employee will receive copies of all materials placed in his/her personnel record. The signing of any materials to be placed in an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he/she has seen it. Any such material placed into the record of any employee after September 23, 1985, without his/her knowledge shall, upon request, not be given consideration in any disciplinary action unless and until the employee has had the opportunity to review the document and respond to it. The personnel records of the Human Resources Department as referenced to in this preceding section shall be the only personnel records.

**16.13** - For the duration of this Contract and any extensions thereof, if a member, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents, the member may write a memorandum to the Employer or his/her appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Employer or his/her designated representative sustains the employee's allegation, he/she will correct the inaccuracy.

## **17. VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS**

**17.01** - Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of five (5) working days, internally, to allow for transfer or voluntary demotion application requests, followed by a period of five (5) working days, for all other internal and external applicants, indicating the existence of the vacancy. Management will ensure that postings are up in all facilities and on the Human Resources website on the day of posting and that applications are readily available throughout the posting period. A posting will not be withdrawn to avoid making a selection from the applicants. If a posting is withdrawn, the Union and all applicants will be advised in writing of the specific reason for the withdrawal. If the same position is reposted, the applicants who originally applied will be considered applicants in the reposting so long as less than six (6) months has elapsed since the original posting.

The posting procedure allows employees the opportunity for upward progression. The posting will include:

- A. The date of the posting and the date of the bidding deadline;
- B. The classification title of the vacant position;
- C. The pay range of the vacant position;
- D. The Division, work unit and geographic location of the job, and position number(s);
- E. The experience, training and/or educational requirements as specified in the Position Description for the vacant position;
- F. Job duties description.

Interested full-time and regular part-time permanent employees may apply and be considered for the posted vacant position by filing a Position Bid Request form with the Human Resources Office during the specified bidding period. Employees who are on approved leave during the entire period of the posting may apply to the posting within five (5) days of the date the posting expires. The Position Bid Request form shall be provided by the Employer and will be available to employees through the Human Resources Office.

Once a vacant position has been posted and bids have been submitted, the vacant position shall be filled pursuant to this Article as soon as is practicable under the circumstances.

**17.02** - The Employer will not consider applications filed after the bidding deadline. An employee may consult with his/her supervisor to schedule a mutually agreeable time to make such application.

Any employee will be eligible to apply for a posted position except those listed in 17.03.

**17.03** - No employee of the Agency shall be eligible for promotion under this Article who has:

- A. Not satisfactorily completed the required probationary period.
- B. Not met the qualifications according to the Position Description for the vacant position.
- C. Received a voluntary demotion within the six (6) months immediately preceding the date of the posting;
- D. Experienced a probationary failure in the same job title as listed in the Position Description as that posted within the twelve (12) months immediately preceding the date of the posting.

**17.04** - An employee who is eligible for reinstatement may be reinstated within a six (6) month period to any vacant position within his/her classification without the position being subject to posting.

**17.05** - All bid applications filed in a timely manner will be reviewed by the Agency and applicant notified of status within ten (10) consecutive calendar days wherever the nature of the vacant position and the number of applications permits.

All qualified applicants within the Agency will be considered and selection will be made on the basis of skill, ability and experience. If two or more applicants possess substantially equal skill, ability and experience, seniority will govern. In any case where the Union grieves the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the most qualified.

**17.06** - An applicant selected to fill the vacant position shall be notified in writing by the Agency of the effective date of the promotion as well as the location of the new assignment. If the status of a unit or area's work load requires, the actual movement of an employee into a new position may be delayed based upon the agreement of the Deputy Directors involved. The effective date of the promotion will not be delayed. Once an applicant is notified of a promotion and accepts the position, all other pending applications for the employee will be considered withdrawn. A newly promoted employee will receive a minimum 4% increase in salary on the effective date of the promotion. An applicant not selected to fill the vacant position shall be notified in writing by mail

**17.07** - The Employer will provide training assistance and supervision it deems appropriate for an employee awarded a job under this Article.

**17.08** - The provisions and procedures under this Article shall not govern promotions into supervisory, managerial or other positions not specifically covered by this Contract.

#### **17.09 - Transfers**

- A. The Agency retains the right to initiate transfers or changes of assignment without changing any employee's classification. Such transfers or changes of assignment will be presented to employees on a voluntary basis whenever possible. The Agency will endeavor to provide employees at least fourteen (14) days prior notice of such transfers or changes of assignment, whenever possible.
- B. Any employee who wishes to transfer to another position in the same classification shall make application within five (5) working days of the internal posting deadline. An application can be made in accordance with the five (5) working day external posting deadline, if on approved leave during the internal posting period.
- C. Consideration for a transfer bid on a vacancy may include attendance, performance, discipline and personal interview with the supervisor of the vacant position.

- D. When two (2) or more employees are considered best to meet the requirements for the vacancy, the most senior employee will be given the first opportunity to transfer.

### **17.10 - Demotions**

When a vacancy is posted, demotions are subject to the same bidding process as previously set forth in 17.01.

Employees demoted with less than four (4) years of Agency Service will be paid the minimum of the new pay grade. Employees demoted with four (4) to seven (7) years of Agency service will be paid at 50% of the difference between the mid-point and minimum of the new pay grade. Employees demoted with over seven (7) years of Agency service will be paid at the mid-point of the new pay grade. Any demotion rate determined by the above guidelines must have a minimum of a 4% decrease in pay.

**17.11** - The parties agree that when a vacancy exists, the Agency shall first honor voluntary demotion requests, then transfers and last lateral reclassifications.

## **18. TEMPORARY ASSIGNMENTS**

An employee temporarily assigned to a position classification in an equal or lower pay grade than his/her permanent classification shall be paid his/her proper permanent classification rate. If the employee is temporarily assigned by the Human Resources Department to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

Temporary Positions are those positions in which work is of a temporary nature and a specified duration. The Employer agrees that no employee will be forced to accept the temporary assignment if loss of certification will result.

## **19. NORMAL WORK WEEK HOURS**

Forty (40) hours will be the standard work week for all employees whose salary or wage is paid in whole or in part by the Employer. When any employee is required by an authorized administrative authority to be in an active pay status more than forty (40) hours in a work week, he/she shall be paid in accordance with the overtime pay provisions of this Contract and not in violation of applicable State or Federal law. An employee must receive approval from his/her authorized administrative authority prior to working overtime hours.

The normal work day will usually be eight (8) hours. However, the Department will notify the Union thirty (30) days in advance to discuss any changes in the normal work week if any are to be implemented.

## **20. FLEX TIME**

All non-probationary bargaining unit employees can elect to work a flexible schedule based upon the policy of the Agency. The Agency may approve flexible, alternative, or compressed work

schedules and alternative work arrangements on a case-by-case basis when such alternatives are requested as long as such arrangements do not adversely impact operations by reducing coverage, service delivery, productivity, or performance quality. This policy will be determined by first looking at the needs of the Agency to serve its customers and secondly by providing flexible work schedules to Agency staff. Changes to the current policy will be made only after a review and recommendation from the joint labor management committee.

Flexible and alternative work schedules and arrangements can include:

- Flex time – varied starting and ending times on the normal eight-hour day.
- Alternative work schedules – fixed variations on starting and ending times on the normal eight-hour day.
- Compressed workweeks – completing the standard 40-hour workweek in fewer days per week.
- Reduced hours – part-time work or job sharing.
- Telecommuting – working from home or an alternative worksite for a portion of the workweek.

Lunches and/or scheduled rest periods are not to be eliminated when working a flexible schedule.

The flexible and alternative schedules and work arrangements authorized by this Article are not available to an employee in a probationary period (either initial or promotional), with an active disciplinary action in his/her record, or whose work performance does not meet his/her supervisor's expectations.

Approval of a request for a flexible or alternative work schedule/arrangement is at the sole discretion of the Agency Director or his/her designee.

Work schedules of particular units can be changed based upon the needs of the Agency to service its customers while not affecting the overall Agency flex time policy.

While not grievable, the employee has a right to appeal the reviewer's decision to that person's deputy director/center director. In the event that the original decision was made by a deputy director/center director, the employee has the right to have the decision reviewed by that person's assistant director. The person hearing the review or appeal of the review shall meet with the appropriate parties within fifteen (15) working days receiving the request. The decision shall be provided in writing within ten (10) working days of the conclusion of the meeting.

## 21. MISCELLANEOUS

### 21.01 - Uniforms

Should the Employer require any employees to wear special safety clothing or devices, such items will be furnished to said employees by the Employer as currently provided.

### 21.02 - Inclement Weather Policy

Except in the most extreme circumstances, all Franklin County Commissioner Agencies/Departments will remain open at all times.

The Board of Franklin County Commissioners recognizes that on certain days it may be difficult for employees to travel to/from work due to excessive snow, ice or inclement weather. In such conditions, employees who are able to report to work or leave early shall be paid their regular wages for actual time worked. Departments who are not required to maintain 24-hour emergency service shall allow employees who have difficulty working scheduled hours due to the weather emergency, the option of using vacation leave, personal leave, compensatory time, or leave without pay for hours not worked. Agencies/Departments may also 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/Department head based upon the operational needs of the Agency/Department.

For guidance on the policy, missed time in excess of four (4) hours, should NORMALLY be taken as vacation or earned compensatory time. Time less than four (4) hours could be made up by altering work schedules. Department head shall determine the schedule with the employee, considering the interest of both the Department and employee. All time must be productive.

During weather emergencies, employees of those Agencies/Departments required to maintain essential or twenty-four (24) hour emergency services are required to report to work. The Agency/Department head or designee may continue to use available personnel beyond regularly scheduled hours if needed.

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 (w/o overtime). Essential employees, as designated by the Agency/Department head, will 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.

**21.03** - The Employer and Union will share equally in the cost of printing and publishing this Contract in booklet form which will be distributed to each present and future bargaining unit member. The Employer will handle the printing of the final as approved by all parties at a printing entity mutually agreed to by both parties. The Contract will be printed within sixty (60) days of final approval of the Contract.

#### **21.04 - Mileage**

All employees required to use their automobile in the performance of their duties shall be reimbursed for such actual mileage used at the rate set by the Board of Franklin County Commissioners.

#### **21.05 - Bulletin Boards**

There shall be one Union Bulletin Board 24" W x 36" L provided on each floor of each building where OCSEA represented employees work.

### **22. WAGES**

**22.01** - Effective April 1, 2011, each bargaining unit employee will receive a one and one half of a (1.5%) percent increase. Effective April 1, 2012, each bargaining unit employee will receive a one percent (1.0%) increase. Effective April 1, 2013, each bargaining unit employee will receive a one percent (1.0%) increase. Effective April 1, 2011, April 1, 2012, and April 1, 2013 the County will adjust the minimum base wage range for each job classification consistent with the minimum pay ranges for each pay grade listed in Appendix D. The adjustment reflected in Appendix D is for the partial implementation of the 2009 Archer Company Job Classification and Compensation Study. Only those employees who are employed by FCDJFS on the date that the collective bargaining agreement is approved by the Franklin County Commissioners will be entitled to a retroactive wage increase.

**22.02** - Any employee promoted after the ratification of this Contract by the Board of Franklin County 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.

### **23. OVERTIME**

**23.01** - Overtime hours worked will be compensated for by pay as determined by the Employer and in accordance with this Contract. Employees will be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40)

hours in a work week. An employee must receive approval from his/her authorized administrative authority prior to working overtime hours.

**23.02** - An employee who signs up for overtime will be required to work the full number of hours that he/she signed up for. Work other than that originally planned, may be assigned during the overtime period. If during scheduled overtime, a situation occurs which requires that overtime be canceled, the employee who is working at the time overtime is canceled will be paid for the full number of hours that he/she was scheduled to work, up to a maximum of four (4) hours.

**23.03** - When an employee is required to return to work after the end of the regular work hours, other than for scheduled overtime, he/she shall be paid a minimum of four (4) hours of pay at his/her regular pay rate no matter how short a time he/she may have actually worked.

If the number of hours actually worked, computed at regular overtime pay, is greater than the pay for four (4) hours at the employee's regular rate of pay, the employee shall be paid the greater amount.

Call-back pay shall only apply when an employee has been summoned back to the job after leaving the work site following the regular duty schedule.

**23.04** -

- A. Whenever practical, the Agency will rotate overtime opportunities among qualified full-time employees who normally perform the work being assigned for overtime.
- B. An employee who is offered an overtime opportunity and refuses the overtime, for whatever reason, shall be charged the same as if he/she had accepted and worked the overtime offered. Employees on an approved leave of absence, military leave, layoff, long-term illness or suspension, or who are not meeting the performance expectations during their normal working hours, shall not be eligible for overtime opportunities and shall be treated the same as employees who have refused overtime work.

**23.05** - A record of all overtime worked or refused by employees will be maintained by the Agency and will be made available upon request to the Union.

Where practical, overtime shall be administered on a voluntary basis. However, where the needs of the Agency's operation require, the Agency may assign mandatory overtime work by reverse seniority to employees within the classification who ordinarily perform work of the same or similar nature.

The Agency agrees to maintain overtime rosters by division seniority which shall be provided to the Union, when overtime rotation is required.

## 24. COMPENSATORY TIME

An employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours actually worked more than forty (40) hours in a work week where the overtime has been previously approved. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be sixty (60) hours. When an employee has accrued the maximum hours of compensatory time, the employee shall be paid for all overtime work in excess of the maximum accrual. Compensatory time must be used within one hundred eighty (180) days from when it was earned. Compensatory time not used within one hundred eighty (180) days shall be paid to the employee at the employee's current regular rate of pay. An employee must obtain prior approval before using compensatory time off, such approval will not be unreasonably withheld by the Agency. All requests to use compensatory time must be in writing.

## 25. VACATION

All full-time employees earn vacation according to their number of years of service as follows:

A.	Less than probation period	No Vacation
B.	Completion of probation period, but less than five years	80 Hrs.
C.	Five years of service, but less than 10 years	120 Hrs.
D.	Ten years of service, but less than 15 years	160 Hrs.
E.	Fifteen years of service, but less than 20 years	180 Hrs.
F.	Twenty years of service or more	200 Hrs.

The service required in each instance need not be continuous. Vacation may be taken as earned after completion of probationary period, based on time in probation period, e.g., at the end of a six-month initial probationary period, forty (40) hours would be credited.

Vacation is credited each bi-weekly pay period at the rate of 3.1 hours per pay period for those entitled to eighty (80) hours of vacation per year; at 4.6 hours for those entitled to one hundred twenty (120) hours per year; at 6.2 hours for those entitled to one hundred sixty (160) hours per year; at 6.9 hours for those entitled to one hundred eighty (180) hours per year; and 7.7 hours for those entitled to two hundred (200) hours per year.

Vacation credit is 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.

Where employees in the same work unit request the same vacation period, such leave request shall be determined on the basis of seniority. In order to receive seniority preference, a vacation request must be submitted to the employee's immediate supervisor prior to March 1st of each calendar year.

All requests for vacation leave must be submitted electronically and approved on an Agency Form #190. If an employee wishes to cancel an approved vacation leave, he/she must submit to the Agency's Payroll Department, an Agency Form #190 electronically rescinding the vacation leave.

Upon separation from service (including Retirement), an employee shall be entitled to payment at his/her current rate of pay, for all accrued and unused vacation leave. 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 allowed by the receiving employer.

In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.094 of the Ohio Revised Code, or to his/her estate.

Part-time employees (those working less than forty (40) hours per week) shall earn vacation on a prorated basis.

## **26. HOLIDAY POLICY**

**26.01** - All regular full-time employees will be entitled to the following holidays:

- |   |                                    |
|---|------------------------------------|
| 1. New Year's Day                             | 7. Columbus Day                    |
| 2. Martin Luther King Day                     | 8. Veterans' Day                   |
| 3. U.S. Presidents' Day/Washington's Birthday | 9. Thanksgiving Day                |
| 4. Memorial Day                               | 10. The day after Thanksgiving Day |
| 5. Independence Day                           | 11. Christmas Day                  |
| 6. Labor Day                                  | 12. Birthday/Personal Day          |

**26.02** - Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**26.03** - To be entitled to holiday pay, an employee must be on active pay status the normal workday immediately preceding the holiday in issue.

**26.04** - An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at the regular hourly rate. If an employee's work schedule is other than

Monday through Friday, he/she shall receive, in addition to his/her regular hours pay, eight (8) hours straight time pay at his/her regular rate for holidays observed on his/her day off regardless of the day of the week on which they were observed.

**26.05** - All employees who worked on a recognized holiday and are at that time eligible for overtime compensation, shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) their regular rate of pay for all hours worked on the holiday.

**26.06** - Employees shall be permitted to observe their birthday as a personal day. Advance notice of a minimum of two weeks of a birthday should be given by the employee to his/her supervisor. If the birthday falls on a holiday or a day in which the Employee is normally in non-work status, or if the Employee is unable to take the day off because of the operational needs of the Department, an employee may take a day off other than their birthday, within the same calendar year. Employees may request to take their birthday as a personal day on a day other than their birthday and this shall be approved on the same basis as other personal day requests.

## **27. INSURANCE**

The Union agrees to accept the County's medical benefits plan provided to other County employees during the term of this Contract. Any changes implemented in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee of which OCSEA is a member. Routine changes in the prescription formulary are not part of the plan design.

Effective the first day of the month following the approval of this collective bargaining agreement by the Franklin County Board of Commissioners, OCSEA represented employees will pay \$60 a month and no higher through December 31, 2011 towards the health insurance premium to cover themselves and any children they may have. Effective the first day of the month following the approval of this collective bargaining agreement by the Franklin County Board of Commissioners, employees who choose to cover their spouse will pay \$160 a month and no higher through December 31, 2011 towards the health insurance premium. This \$160 is not in addition to the \$60, that is to say, in the event than an employee chooses to cover him/herself, and child(ren) and his/her spouse, he/she will pay \$160 to cover all of them.

Effective January 1, 2012, OCSEA represented employees will pay \$105 a month and no higher through December 31, 2012 towards the health insurance premium to cover themselves and any children they may have. Effective January 1, 2012, employees who choose to cover their spouse will pay \$225 a month and no higher through December 31, 2012 towards the health insurance premium. This \$225 is not in addition to the \$105, that is to say, in the event than an employee chooses to cover him/herself, and child(ren) and his/her spouse, he/she will pay \$225 to cover all of them.

Effective January 1, 2013, employees will pay \$110 a month and no higher through December 31, 2013 towards the health insurance premium to cover themselves and any children they may have. Effective January 1, 2013, employees who choose to cover their spouse will pay \$230 a month and no higher through December 31, 2013 towards the health insurance premium. This

\$230 is not in addition to the \$110, 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 \$230 to cover all of them.

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.

All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

## **28. EMPLOYEE ASSISTANCE PROGRAM**

### **28.01 - Policy Statement**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer may encourage the employee to seek professional assistance when necessary.

### **28.02 - Confidentiality**

Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential and shall remain separate from other personnel materials, unless the production or availability is required by a court of competent jurisdiction or is required pursuant to a subpoena issued by a local, county, state or federal agency.

### **28.03 - Continuation of Pay**

The Employer and the Union agree that it may be in the interest of an employee to have income while in a program. Employees participating in a program will be entitled to use their accumulated vacation time and sick days. It is further agreed that after exhausting these benefits, the Employer's leave without pay policy will be utilized upon approval of the Agency Director, where such approval rests solely at the discretion of the Agency Director.

The Union will designate an individual whom an employee desiring assistance can notify of such intent. The designated Union representative will report this to the Human Resources Director.

Alternatively, an employee can directly notify the Human Resources Department of his or her desire to receive assistance.

## **29. LEAVE OF ABSENCE**

### **29.01 - Family and Medical Leave of Absence**

A family or medical leave of absence (FMLA) 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 and otherwise qualifies for the leave under the current applicable federal law and the rules and regulations promulgated thereunder.

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 baby; (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.

An employee must submit a request for a leave of absence 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 request for leave of absence as soon as practicable. A "Certification of Physician or Practitioner" form must accompany any request for a medical or family leave taken under the FMLA. (The Department Director may require a second opinion at the Employer's expense. If the first and second opinion conflict, the Department Director and the Union shall mutually select a physician to provide a third opinion. The third opinion shall be at the Employer's expense).

#### 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 "covered service member" under the law 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.

#### 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.

An employee must substitute any of the employee's accrued paid vacation, personal or sick leave for any part of the leave taken under FMLA because of a serious health condition of the employee or employee's family member. An employee must substitute any of the employee's accrued paid vacation or personal leave for any part of the twelve (12) week leave taken under FMLA because of the birth, placement or adoption of a child. If the employee does not have

enough accrued leave time to cover the absence, he/she may apply for leave without pay necessary to complete the twelve (12) weeks allowed. If the employee has more than twelve (12) weeks of accrued sick and/or vacation time, he/she may take more than twelve (12) weeks of FMLA leave. However, unpaid leave may be extended beyond the twelve (12) weeks only upon written recommendation of the Director and with the approval of the Board of Franklin County Commissioners. Upon the employee's return from such leave, the employee will be reinstated to his/her former position or an equivalent position.

When an employee who has taken leave due to his/her own serious health condition returns to work from a medical leave, he/she must provide a fitness for duty document from his/her physician or practitioner specifying that the employee can perform his/her duties.

For the duration of the FMLA leave, 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 FMLA leave 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.

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

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

### **29.02 - Other Requests for Leave of Absence**

Other requests for leaves of absence may be granted at the sole discretion of the Department Director. However, Union representatives may request union leave without pay for no more than forty-five (45) working days in a calendar year and said leave shall be granted upon request with ten (10) calendar days written notice to the Department Director insofar as the absence would not substantially impair the normal flow of work.

### **29.03 - Bereavement Leave**

- A. An employee shall be granted up to three (3) working days of paid leave upon the death of a member of his/her immediate family. Employees may supplement their bereavement leave with up to two (2) days of accrued leave. If the employee has exhausted his/her sick leave or vacation leave, he/she may be granted leave without pay for a period not to exceed two (2) working days.
- B. Immediate family shall be defined as: mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother-in-law, father-in-law, sister-in law, brother-in-law, son-in-law, daughter-in-law.

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

#### **29.04 - Disability Leave**

Provisions of the Ohio Revised Code concerning disability leave shall be observed if an employee's disabling illness continues beyond the approved leave of absence.

#### **29.05 - Military Leave**

A short-term military leave of absence shall be granted to employees for a period not to exceed twenty-two (22) working days in a year. Prior approval for leave must be obtained from the Board of Commissioners and a request for leave must be submitted to the Agency Director and the Board of Commissioners in writing. To qualify for this leave, the employee must show his/her military orders to his/her 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.

Employees 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.

Employees who are called to active military duty beyond the required 22 paid 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:

Payment of wages in the amount of his/her regular wages less whatever amount such employee may receive as military pay.

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 in active status, or for the duration of the employee's service in the active military, whichever time period is less.

The employee will not receive payment under this provision if his/her military pay is greater than his/her wages paid by the County.

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 employee's active military service under this provision.

Employees on active duty 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.

Upon returning from an active duty 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.

#### **29.06 - Court Appearances**

The Employer shall grant a leave with full pay to an employee who is subpoenaed for any court, Administrative Hearings or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court, Administrative Hearings or jury duty is to be remitted to the Human Resources Director or his/her designee, unless such duty is performed outside of normal working hours.

Employees must honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, and Board of Review hearings.

It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce or custody proceedings, appearing as directed with a juvenile, etc. These absences are considered vacation, if properly accrued.

Employees must give adequate advance notice to their supervisors of their expected absence from normal duty for court appearances. After being excused from further appearance in court, employees must return to work unless arrival would leave less than one (1) hour of normal duty time, in which event the employee need not report until the next regularly scheduled work day.

### **30. EDUCATIONAL OPPORTUNITIES AND LEAVES**

**30.01** - The Employer subscribes to a continuing policy whereby its employees are afforded opportunities to further their educational background.

### **30.02 - Education Expense Fund**

The Employer will make a reasonable effort to seek and obtain State and Federal funds to establish a tuition reimbursement program for employees (professionals and clericals) to further their education, and will give notice to the Union of their efforts.

**30.03** - Education Leave is defined as a leave of absence from the Agency to study full-time toward a job-related program for a maximum of one year. The employee will be placed on non-paid status.

The employer will grant an unpaid education leave to employees upon request as stipulated below:

#### **A. Eligibility**

1. The Employer reserves the right to limit the number of employees to no more than four percent (4%) of the total number of staff in a given executive division.
2. No more than one Educational Leave may be granted for the same work unit.
3. The employee must be a full-time staff person who has completed two (2) or more continuous years of service with the Franklin County Department of Job and Family Services.
4. The employee shall be in good standing with the Agency and have no discipline for one (1) year prior to the request for educational leave.
5. The school of application must be an accredited institution.

#### **B. Participation, Benefits, Limitation**

1. To participate, the applicant must agree to enter into a non-paid employment status. No stipend shall be paid.
2. No sick leave or vacation time can be accumulated while on Educational Leave.
3. The Agency will not contribute toward PERS until the employee returns to a paid status.
4. Non-salary related benefits, such as civil service status shall be retained by employee.
5. The Agency reserves the right to fill the position of an employee on educational leave with a temporary or full-time replacement.
6. Upon the employee's return from Educational Leave, he/she will be placed in the same or similar position.

### **30.04 - Professional Development and Training**

The Employer will make available twelve hours of work-related external training for each employee. In addition, the employer will be responsible for registration costs associated with the twelve hours of work-related external training. The employer will solicit input from each individual employee regarding the nature and level of work-related training being sought. Input will also be sought from the Union. Training must be work-related in order for it to be considered for approval by the Employer. All unused hours of training will expire annually on April 1. The hours available for voluntarily requested work-related training exclude mandatory training and will not carry over beyond April 1 of each year. Disputed issues regarding the application of this Article will be considered by the Labor Management Committee only after a deputy director has reviewed the issue and been unable to resolve the disputed issue.

### **31. SICK LEAVE AND WELLNESS INCENTIVE**

**31.01** - Full-time employees earn sick leave at the rate of 4.6 hours for eighty (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 4.6 hour limitation for any pay period. Part-time employees will earn sick leave on a pro-rated basis based on actual hours worked.

Sick leave is charged in minimum units of .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 will be granted to employees upon approval of the Department Director for the following reasons:

- A. 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 not living with the employee, the Department Director may credit sick leave when it appears justified.)
- B. 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 not living with the employee, the Department Director may credit sick leave when it appears justified.)
- C. 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.

Upon retirement, resignation or death from active County service after eight (8) or more years with the County, State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid in cash for one-quarter (1/4) of the accrued but unused sick leave credit up to a maximum of three hundred sixty (360) days, and subject to the limitations indicated below. This payment will be based upon the employee's rate of pay at the time of

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

Upon retirement, resignation or death from active County service after eighteen (18) or more years with the County, State of Ohio, any political subdivisions, or combination thereof, 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.

**31.02** - 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. 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.

- A. If a full-time employee uses eight (8) hours or less of sick leave during a wellness period, the employee may convert up to forty (40) hours of sick leave to either a cash pay out or to personal leave hours.
- B. 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 thirty-two (32) hours of sick leave to either a cash pay out or to personal leave hours.
- C. If a full-time employee uses between 16.25 and twenty-four (24) hours of sick leave during a wellness period, the employee may convert up to twenty-four (24) hours of sick leave to either a cash pay out or to personal leave hours.
- D. If a full-time employee uses between 24.25 and thirty-two (32) hours of sick leave during a wellness period, the employee may convert up to sixteen (16) hours of sick leave to either a cash pay out or to personal leave hours.
- E. If a full-time employee uses between 32.25 and forty (40) hours of sick leave during a wellness period, the employee may convert up to eight (8) hours of sick leave to either a cash pay out or to personal leave hours.

Once an employee elects to convert a specified number of sick leave hours to either cash or personal leave days, the same amount of hours will be eliminated from the employee's sick leave credit.

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.

**31.03** - Employees who are not eligible for the conversion of sick leave to a cash pay out or to personal leave hours under Section 31.02 of the Contract between the Employer and the Union or who convert less than forty (40) hours of sick leave may convert up to twelve (12) hours of sick leave to personal leave during a year. In no instance shall the conversion of sick leave exceed forty (40) hours in a year. Employees shall give reasonable notice of requested use of personal leave to their supervisor in order to gain approval for such leave.

#### **31.04 - Leave Donation Program**

The intent of the leave donation program is to allow employees to voluntarily provide assistance to co-workers who are in critical need of leave due to a serious illness or injury of that employee or a member of that employee's immediate family. For purposes of this Leave Donation Program only, immediate family is defined as an employee's spouse, domestic partner, parent, child, child of domestic partner, stepchild, sibling or person who stands in place of a parent (in loco parentis).

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

- (1) Or a member of the employee's immediate family, as defined above, has a serious illness or injury (a serious illness or injury is one that is life threatening, generally requires surgery with a prolonged recovery period or involves multiple traumatic injuries, or serious mental illness. Examples include heart attack, certain cancer conditions, organ transplants);
- (2) Has no accrued leave;

- (3) Has not been approved to receive other state/county paid wage related benefits; and
- (4) Has applied for any paid leave, workers' compensation or benefits program for which the employee is eligible. An employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated leave may be used upon an amount equal to the benefit for which the employee applied (e.g., seventy (70) per cent for disability leave benefits), while the employee's application is pending approval. However, once the benefit is approved, donated leave may not be used to supplement the disability benefit.

(B) Employees may donate leave if the donating employee:

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

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

(D) Employees who wish to donate leave shall certify in writing on the Donor Application form:

- (1) The name of the employee for whom the donated leave is intended;
- (2) The types of leave and number of hours to be donated from each type of leave donated;
- (3) That the employee will have a minimum sick leave balance of at least eighty (80) hours; and

(4) That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

(E) An employee using the program shall return to work as soon as the medical condition necessitating the use allows his or her return to work. Failure to do so shall cause the leave donations to cease.

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

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

(H) Donated leave shall be computed based on the relationship of the Donor's rate of pay and the Donee's rate of pay. For example, if Employee A donates leave to Employee B and Employee A makes half the salary of Employee B, the amount of Donated Leave shall be adjusted accordingly. Adjustments will be rounded upward to the next whole hour of leave donated.

Donor's Hourly Rate

Donee's Hourly Rate X # Hours Donated = Equivalent Hours to be Received by Donee

Examples:

\$16 (Donor's Hourly Rate)

\$12 (Donee's Hourly Rate) X 8 Hours Donated = 10 2/3 Hours (11 hours rounded upward) received by Donee

\$12 (Donor's Hourly Rate)

\$16 (Donee's Hourly Rate) X 8 Hours Donated = 6 Hours received by Donee

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

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

## **32. UNION STEWARDS**

**32.01** - There shall be one (1) Steward for each thirty-five (35) bargaining unit employees of the Union.

**32.02** - A Steward may accompany and represent an employee member at the employee's request at all levels of the Grievance and/or Evaluation appeal procedure.

**32.03** - There shall be one (1) Chief Steward Coordinator and two (2) Chief Stewards to be appointed by the President of the FCDJFS chapter of OCSEA. These Chief Stewards shall be in addition to the Stewards provided for in Section 32.01 of this Article.

**32.04** - The Union shall provide the Employer with a list of Stewards and shall assume responsibility for informing the Employer of any and all changes. The Union shall also be responsible for posting such lists on Union bulletin boards.

**32.05** - The Employer shall provide the Chief Steward Coordinator and Union President with a list designating units assigned by building and floors within buildings and the street address of buildings.

### **33. REPRESENTATION, CONSULTATION AND NEGOTIATIONS**

#### **33.01 - Release Time for Union President and/or Delegates**

The Employer will permit the Chief Steward Coordinator and the Chief Stewards of the Union, if not the Chapter President, one hundred twenty (120) minutes and Stewards ninety (90) minutes of time per week with pay to carry out Union Business, if necessary and must utilize the Department's sign out form. The Chapter President who is employed by the Agency, will be granted two hundred and ten (210) minutes of time per week with pay to carry out Union business. Meetings scheduled by management to which the Union President and/or stewards are requested or required to attend are not counted against this time.

#### **33.02 - Release Time for Union-Employer Meetings**

The Employer shall provide reasonable release time for Union members as set forth in this Contract to meet with Employer representatives during regular working hours. The Employer will provide release time for all Union members serving on joint Employer-Union Committees to attend such committee meetings when they are scheduled during regular working hours.

#### **33.03 - Release Time for Union Conventions and Conferences**

Duly elected Union Delegates or alternates to the biennial conventions or President's Conferences of the Union who are members in the bargaining unit, shall be granted vacation leave and/or leave without pay for the purpose of participating in such conventions. The Employee shall request such leave electronically to his/her supervisor at least seven (7) days prior to the date of requested leave. A member of the bargaining unit who is elected to the Union State Executive Board shall be granted vacation leave and/or leave without pay to attend one scheduled board meeting per month under conditions described in this section. Any Employee's request submitted as provided will not be denied unless the Agency Director or his/her designee finds that it is impossible because of working conditions or staffing requirements to grant such request.

### **33.04 - Release Time for OCSEA State Officers or State Board Member**

Any bargaining unit employee who is elected to a statewide office or to a seat on the OCSEA Board of Directors will be permitted time off with pay to attend one scheduled OCSEA Board meeting per month. OCSEA will reimburse the County for wages, PERS, worker's compensation, and unemployment compensation contributions to said employee. There shall be no more than one bargaining unit employee who can benefit from this Section at any one time.

### **33.05 - Non-Employee Officers**

The Employer agrees that non-employee officers and representatives of the Union will be admitted to the Employer's facilities and sites during working hours. Prior to their arrival at the commencement of his or her visitation, the non-employee officer or representative shall notify the Agency Director or his/her designee. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances and attend other meetings covered herein. The Union agrees that such activities shall not interfere with the normal work duties of employees or the operation of the Agency.

### **33.06 - Union Management Meetings**

In order to provide a method for the parties to hold formal discussions relating to the administration of the Labor Contract of the rights and responsibilities of the parties thereto, either party may request a meeting under this Article subject to the following:

- A. The Employer will be represented by the Agency Director or his/her designated representative and such other management representatives as the Agency Director shall consider appropriate.
- B. The Union will be represented by such persons as the Union will consider appropriate, except that not more than six (6) employee representatives plus Union President who would otherwise be in a work status, will be excused without loss of pay to attend the meeting.
- C. Request for such meetings will be in writing to the other party and will include the proposed agenda for the meeting and, in the case of requests by the Union, the names of the employees who will need to be excused to attend the meeting.
- D. Either party may request a meeting not more frequently than twice per month.
- E. The Agency Director will meet with the Union/Management Committee at least quarterly, if requested by the Union.

### **33.07 - Subject and Contents for Union Management Meetings**

Meetings under this Article will not be held if, in the judgment of either party, the subject proposed for discussion can be processed under Article 36, Grievance Procedure, or is appealable to the State Personnel Board of Review, or any other government agencies. Requests to meet for any other purpose will not be unreasonably denied.

The purpose of such meeting will be to:

- A. Discuss the administration of this Contract;
- B. Discuss grievances jointly agreed to by the parties;
- C. Notify the Union of changes to be made by the Employer which may affect bargaining unit members of the Union;
- D. Disseminate general information of interest to either party; and,
- E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to the members.

The Employer will notify the supervisor of the aforementioned employees in order that they be relieved of duty to attend said meetings.

Written responses promised by the Employer during such meetings to items raised by the Union will be submitted to the Union by the Employer's representatives who attended such meetings within five (5) working days.

Should these meetings start before or extend beyond the Union representative's regularly scheduled straight time hours on the day in question, the Employer shall not be obligated to pay overtime for such additional hours.

#### **34. UNION ELECTION**

The Employer will permit a ballot box to be placed in the lobby/cafeteria area of the facilities for the purpose of Union members voting in Union elections.

The Employer will be given thirty (30) days advance notice by the Union of the date voting will take place.

The Union will be responsible for the security of the ballot box.

The employee/Union members may vote before or after their work hours, during breaks or their lunch period.

Employees will not participate in Union election activities nor vote during their assigned working hours.

#### **35. CHECKOFF**

**35.01** - The Employer agrees to deduct from the pay of employees who individually request it, any or all of the following:

- A. Union membership dues, assessments or fees;
- B. Union sponsored insurance

Request for any of the above shall be made on a form agreed to by the parties.

**35.02** - The County will deduct regular, monthly dues from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards. In the event an employee's pay is insufficient for the deduction to be taken, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

The Employer shall forward all dues deductions of OCSEA members, monthly, in an alphabetical list, to the Comptroller, OCSEA/AFSCME Local 11, Central Office. Additionally, the Employer shall submit monthly a computer tape listing of the employees represented by the Union including their name, address, social security number, rate of pay, classification and home phone number.

The Employer will also deduct bi-weekly voluntary contributions to the Union's Political Action Committee (P.E.O.P.L.E.) 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.

### **35.03 - Fair Share Fee**

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union, a representation service fee. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall provide to the Union the Employee's name. The Union shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

**35.04** - The County's obligations to make deductions shall terminate automatically upon termination of employment or transfer of an employee to a job classification outside the bargaining unit.

**35.05** - It is specifically agreed that Management assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees it will indemnify and hold the County harmless from any claims, actions or proceedings by an employee arising from deductions made by the County hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **36. GRIEVANCE PROCEDURE**

**36.01** - It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of

grievances involves important and equal obligations and responsibilities, both joint and independent, on the parties to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Failure of either party or the grievant to meet the specific time limits of this Procedure shall result in the grievance automatically proceeding to the next step except to pursue arbitration.

**36.02** - The word "grievance" is defined as a dispute or difference between the Employer and the Union solely pertaining to the interpretation, application and/or alleged violation of any specific provision of this Contract. For purposes of this Article, "working days" is defined as Monday through Friday and excludes Saturdays, Sundays and recognized Holidays.

**36.03** - A grievance, under this Procedure, may be brought by any bargaining unit employee or the Union. Where a group of bargaining unit employees working in different administrative areas desires to file a grievance involving a situation affecting each member in the same manner, not more than three (3) such employees selected by such group will process the grievance. However, a copy of the final decision will be given to a designated Union representative and the three named grievants. Such grievance may be initiated at the Step III level.

**36.04** - An employee may choose to attempt to resolve a grievance informally with his/her immediate supervisor or other appropriate supervisor at the time the incidents which led to the proposed action or situation occur or are first known by the employee. If the matter cannot be resolved at that point, then an employee can have a reasonable amount of time, not to exceed one hour, to consult with the Union Steward. Said request for time to meet with and consult with the Union Steward will not be unreasonably withheld; however, the time off will require the mutual agreement of the employee, the Union Steward and the supervisor involved. Further, employees will sign a sheet indicating the time when they left their position to consult the Union Steward and the time when they completed the consultation. If additional time is needed, the employee and Union Steward may request that such time be allowed as is reasonably necessary. This request must set forth only the general nature of the problem to be discussed and must be made of both the employee's and Union Steward's immediate supervisor.

If the employee's and/or Union Steward's immediate supervisor is unavailable, the request may be made of the appropriate Administrator, Deputy Director or Director's Executive Assistant.

**36.05** - If the employee wishes to file a grievance, he/she shall obtain the grievance form from the Steward. The Steward will submit the written grievance forms to the Center Director or Deputy Director under which the grievant works for the purpose of formally filing the grievance within seven (7) working days after the alleged violation has occurred or from the date the employee becomes aware of said violation. The Center Director or Deputy Director will contact the Human Resources Department to obtain a grievance number, and will provide to the Union Steward written confirmation of the grievance number assigned by the Human Resources Department. The written grievance shall state the specific Articles of the Contract which are alleged to have been violated. All documentation the Employer will rely upon in addressing the grievance and which has been obtained by the Employer prior to the grievance hearing will be made available to the grievant and his/her Steward prior to the grievance hearing. The Union and the grievant are also obligated to provide the Employer with all the documentation they intend to use, consider and rely upon in pursuing the grievance. These requirements will pertain

to all levels of the grievance procedure. The parties will be permitted to modify their position based on additional information obtained through the grievance process.

**36.06** - Grievances will be processed only in the following manner:

**PRELIMINARY STEP:** A bargaining unit member who believes he or she is aggrieved under the terms of this collective bargaining agreement shall comply with the provisions of Section 36.04 of the Grievance Procedure. At this step there is no report need be submitted. The immediate or appropriate supervisor will respond to the alleged grievance within three (3) working days. If the member is not satisfied with the response from his/her immediate or appropriate supervisor at this step, he/she may pursue the formal steps which follow. After the Preliminary Step of the procedure, an employee may consult with the Union Steward for a reasonable time not to exceed forty-five (45) minutes to discuss the grievance. If additional time is needed, the employee and Union Steward may request that such time be allowed as is reasonably necessary. This request must set forth only the general nature of the problem to be discussed and must be made of both the employee's and Union Steward's immediate supervisor. If the employee's and/or Union Steward's immediate supervisor is unavailable, the request may be made of the appropriate Administrator, Deputy Director or Director's Executive Assistant.

**A. LEVEL ONE:**

1. Within three (3) working days after the filing of a grievance, an Administrator designated to hear first level grievances will schedule a meeting and hold such meeting within seven (7) working days following formal submission of the grievance, at which time an attempt will be made to resolve the grievance.
2. Within five (5) working days after the first level meeting, the Administrator will answer the grievance in writing and return two (2) copies of the grievance package to the appropriate Steward, who will acknowledge receipt in writing.
3. If the grievant is not satisfied with the Administrator's decision, the grievant may appeal said decision in writing on a grievance form. The grievant will, thereupon, proceed to Level Two (2) if the written grievance is filed within seven (7) working days of receipt of the Level One written decision.

**B. LEVEL TWO:**

1. Within five (5) working days after the presentation of the written grievance, an appropriate Deputy Director will schedule a Level Two meeting and hold such meeting within ten (10) calendar days of the day the written grievance was presented.
2. Within five (5) working days after the Second Level meeting is held, the Deputy Director who attended such meeting will answer said grievance in writing and return the grievance package to the appropriate Steward, who will acknowledge receipt in writing.

3. If the grievant is not satisfied with the Deputy Director's decision, the grievant may appeal said answer in writing on a grievance form. The grievance shall, thereupon, proceed to Level Three (3) if the written grievance is filed within five (5) working days of receipt of the Deputy Director's decision.

**C. LEVEL THREE:**

1. Within five (5) working days after the presentation of the written grievance, the Agency Director or his designee shall schedule a Level Three (3) meeting and hold such meeting within ten (10) calendar days of the date the written grievance was presented, if a meeting is requested by the Union. In addition to the grievant and the one (1) bargaining unit member identified in Section 36.07, of this Article, two (2) Union employee representatives, as well as one (1) staff representative, may be present at the Level Three meeting.
2. Within ten (10) working days after the Level Three meeting, or if none is held within ten (10) calendar days of receiving the third level grievance, the Agency Director or his designee will answer said grievance in writing and return the grievance package to the appropriate Steward, who will acknowledge receipt in writing.
3. If the grievant is not satisfied with the decision received from the Agency Director or designee, the Union may submit the grievance to impartial arbitration pursuant to the provision of Article 37 entitled "Arbitration" by providing written notice of the Union's intention to do so where said written notice is to be presented to the Agency Director and Director of Human Resources in writing within ten (10) working days after receipt of the Agency Director's or his designee's Level Three decision.
4. The parties may mutually agree to pursue a mediation process, prior to arbitration, pursuant to Article 37 Arbitration/Mediation.

**36.07** - At Level One of the Grievance Procedure, the grievant may be accompanied by one (1) bargaining unit member who had direct knowledge of facts pertaining to the grievance and who has been deemed to have information which could prove helpful in reaching a settlement of the grievance at this level. The fellow bargaining unit member may also accompany the grievant at Level Two and Level Three of the Grievance Procedure if the need for his/her presence was clearly established at Level One and a written affidavit from the other bargaining unit member will not suffice.

**36.08** - Pending resolution of any grievance processed under this Contract, the employee involved will comply with the direction of his/her supervisor unless such direction clearly involves circumstances which could result in bodily harm to himself/herself and fellow employees as documented by legitimate medical evidence, where appropriate.

**36.09** - All time limits referred to herein may be extended by mutual agreement between the parties.

**36.10** - Grievances involving matters which the parties agree cannot be effectively resolved at Level One or Level Two of the Grievance Procedure may be initially processed commencing at Level Three, except that grievances pertaining to a suspension or termination will automatically commence at Level Three.

**36.11** - All new employees prior to completing a probationary period cannot avail themselves of the Grievance Procedure, nor are they entitled to Union representation pursuant to the terms of this Contract.

**36.12** - When the Chief Steward-Coordinator, President, a Chief Steward or a Steward requires the advice of an OCSEA staff representative relative to a grievance matter, the Chief Steward-Coordinator, President, Chief Steward or Steward will be permitted up to one (1) hour while in pay status to consult with the OCSEA staff representative in advance of the next level meeting. The Union representative must first notify his/her supervisor and obtain permission to leave his/her job assignment. Consultations will be scheduled at such time as it will not disrupt Employer operations, but permission for time off from the job assignment for the Union representative will not be unreasonably withheld.

**36.13** - A grievance, once filed, becomes the sole and exclusive property of the Union.

### **37. ARBITRATION**

**37.01** - If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Agency Director and Director of Human Resources in writing within ten (10) working days from the receipt of the Agency Director's final response to the grievance at the final step of the Grievance Procedure.

Mediation: After a grievance has been appealed to arbitration but before the arbitrator is selected as described below, the parties may mutually agree to pursue a mediation process in an attempt to resolve the grievance. If so, the parties will work through the Federal Mediation and Conciliation Service (FMCS) to obtain a mediator. It will be the goal of the mediator, a neutral third party, to bring the parties to a voluntary settlement of the grievance. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted and no mechanical recording devices of the proceeding shall be allowed. The comments and opinions of the mediator and any settlement offers put forth by either party, shall not be admissible in any subsequent arbitration. If a grievance remains unresolved at the end of the mediation proceeding, the mediator may provide a verbal advisory opinion regarding how he/she would rule based on the facts presented. The grievant, along with a steward, shall be allowed to attend the proceeding in paid status, if still employed.

The Union must meet with the Agency Director or his/her designee and select an arbitrator within twenty-one (21) calendar days of the written notification of appeal unless the parties

mutually agree to mediate the grievance, pursuant to the procedure outlined below. The arbitration hearing must be scheduled within forty (40) calendar days of selection of arbitrator. The Union will be responsible for notification to grievant and to the grievant's witnesses of the time and place of the arbitration hearing..

The Union must meet with the Agency Director or his/her designee and select an arbitrator within twenty-one (21) calendar days of the written notification of appeal, pursuant to the procedure outlined below. The arbitration hearing must be scheduled within forty (40) calendar days of selection of arbitrator. The Union will be responsible for notification to grievant and to the grievant's witnesses of the time and place of the arbitration hearing.

Within thirty (30) calendar days of the effective date of this Contract, the parties shall request a list of 7 Ohio-based arbitrators from the Federal Mediation and Conciliation Service. The parties shall strike names on a rotating basis until a list of one (1) arbitrator remains. The arbitrator shall render in writing his/her findings and award within thirty (30) calendar days after the close of the hearing, where the close of the hearing shall either be the date upon which the actual hearing was concluded or the later date upon which Briefs have been submitted by the parties. Thereafter, the arbitrator shall forward such findings, award and all supporting data to the designated party's representatives.

All decisions reached by the arbitrator shall be final and binding on both parties, and not subject to appeal through the State Personnel Board of Review. All costs directly related to the services of the arbitrator shall be borne by the party that loses the arbitration. If the parties cannot agree upon appropriate payment, that matter will be referred back to the arbitrator for a decision on payment. Expenses of any witnesses shall be borne by the party calling the witnesses. The fees of any court reporters/stenographers shall be paid by the party asking for same; such fees shall be split equally if both parties desire a recording or request a copy of any transcript. If the parties settle the grievance at or before the arbitration proceeding, expenses of the arbitration shall be shared equally by the parties, unless they specifically agree otherwise. The Employer agrees to allow the grievant and any necessary witnesses requested by the employee, time off with pay to attend the hearing.

**37.02** - The arbitrator and the other persons or entities who provide services pertaining to the arbitration hearing shall be requested and are obligated to submit a total itemized accounting for fees and expenses of arbitration.

**37.03** - The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

**37.04** - Prior to the start of an arbitration hearing under this Article, the Employer and the Union shall meet and reduce to writing the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues unless otherwise agreed by the parties.

**37.05** - The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing Briefs. The arbitrator shall issue a written decision setting forth the actual finding and rationale in support of said finding. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect any of the provisions of this Contract or any supplements or appendices thereto; nor shall the arbitrator find any grievance to be meritorious unless first finding that a specific provision of this Contract has been violated as alleged and that the arbitrator has jurisdiction over the matters grieved. It is expressly agreed and understood that the jurisdiction and authority of the arbitrator shall be limited to the interpretation, application and determination of the provisions of this Contract and any supplements and appendices thereto, as limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the Department and the Union.

**37.06** - It is expressly agreed and understood that there shall be no striking, picketing, boycott, slow down or other work stoppage, suspension or interference (including but not limited to a sympathy strike or slowdown) with the operation of this Department and Agency pertaining to a pending grievance or arbitration matter.

**37.07** - The Employer and Union will be jointly responsible for notification to a grievant of the time and place of his/her arbitration hearing.

**37.08** - The arbitration award will solely have prospective precedential effect only under those circumstances where it is being applied to the same section of the collective bargaining agreement under the same factual circumstances.

### **38. DAY CARE**

The Employer and Union agree to make a reasonable effort to contact day care services to attempt to obtain discounted rates for such services, as provided to the bargaining unit members.

Copies of all correspondence concerning this issue will be provided to the Union.

### **39. HEALTH AND SAFETY**

**39.01** - 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.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. Additionally, an employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act or practice which is abnormal to the place of employment and/or position of the employee.

**39.02** - There shall be a Health and Safety Committee consisting of six (6) Union Representatives and up to six (6) Department Representatives to investigate and recommend correction of identified safety problems.

The general responsibility of the committee will be to make a reasonable effort to provide a safe work place by recognizing hazards and recommending abatement of hazards, and recommending educational programs. To fulfill this responsibility the committee shall:

- A. Meet on an established schedule, but in no case less frequently than once a quarter;
- B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
- C. Appoint members of the Union to accompany inspections;
- D. The Committee, upon request to the Department, will receive from the Department, pertinent non-confidential information to assist the committee in its responsibilities;
- E. Promote health and safety education;
- F. Maintain and review minutes of all committee meetings.

If committee duties are performed during an employee's regularly scheduled work hours, members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties. If training relating to Health and Safety occurs during employees' regularly scheduled hours of work, they shall remain in paid status. The Department will not compensate committee members for performing committee duties outside their regularly scheduled work hours.

**39.03** - The Health and Safety Committee will give priority to studying the issue of adapting our furniture to VDT usage and develop a prioritized implementation plan. Employees will be given the option of accepting or rejecting the adaptations.

**39.04** - If an employee required to make a home visit believes his/her safety is in jeopardy, the matter should be brought to the attention of his/her immediate supervisor so they may mutually agree upon protective measures to be taken during the visit. All employees who are required to make home visits will receive training on home-visit security techniques. All new employees will receive the same training as part of their orientation.

#### **40. WORK EXPECTATIONS PROVISION**

**40.01** - When work expectations are developed for all staff in a specified area, the Union will be notified and the Agency will consider its input before the expectations are implemented. It is understood that this process does not interfere with the supervisor's right to assign work to his/her staff.

**40.02** - If concerned, an employee or Union representative can request a meeting with a supervisor and/or Deputy Director to discuss the specific work expectations for the employee or the unit before actually facing disciplinary action.

When it is determined that an employee is having production problems, the employee will notify the Union and, if requested by the Union or the employee, a meeting will be held to discuss the production problem and the underlying rationale for the Department's concern.

To the extent records of average work production are maintained, they can be reviewed at the Union's request. It is understood that these averages do not necessarily constitute goals, quotas or work expectations.

All bargaining unit employees shall be provided with a description of their job duties upon hire. The Employer agrees to review position descriptions and update or modify them as appropriate. If the job duties are significantly modified the position description will be provided to the employee upon request.

#### **41. PART-TIME EMPLOYEES**

Employees who are regularly scheduled to work less than 30 hours per week are considered part-time employees.

Regular part-time employees within the bargaining unit classifications are members of the bargaining unit and are eligible for union membership.

Regular part-time employees are not eligible for enrollment in county insurance programs.

Regular part-time employees who are regularly scheduled to work sixteen (16) hours or more per week shall accrue pro rated vacation and sick leave. Regular part-time employees who are regularly scheduled to work less than sixteen (16) hours per week shall not accrue vacation or sick leave.

Regular part-time employees shall be entitled to an annual evaluation and shall be eligible for appropriate annual wage increases.

#### **42. SEVERABILITY**

**42.01** - Should any part of this Contract or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction or by revision of the Ohio Public Employee Collective Bargaining Act by the State Legislature, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**42.02** - In the event of invalidation, the parties agree that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

#### **43. MAINTENANCE OF DUES DEDUCTION**

Members of the Union or an employee who authorizes deduction, either as a new member or a reinstated member, may withdraw from the payment of dues, initiation fees and assessments during the first ten (10) calendar days of January in the year the Contract expires by completing a mutually agreed upon form supplied by the Human Resources Department expressing the employee's desire to withdraw his or her deduction authorization. A copy of the form will be sent to the Union President immediately.

#### **44. TERM OF CONTRACT**

This Contract shall become effective on April 1, 2011 and shall terminate at 12:00 midnight on March 31, 2013.

## APPENDIX A

<u>CLASSIFICATION</u>	<u>GRADE LEVEL</u>
Account Clerk	03
IM Case Control Reviewer	12
Clerical Specialist	03
Clerk 2	02
Contract Evaluator/Negotiator	10
Case Manager	10
Customer Support Specialist	03
Investigator 1	03
Investigator 2	04
Investigator 3	08
Print Shop Operator	01
Public Inquiry Assistant 1	03
Researcher 2	13
Secretary 1	03
Social Program Specialist	11
Social Services Specialist 2	10
Social Services Aide 2	02
Social Services Specialist 3	12
Statistics Clerk	03
Storekeeper 1	01
Word Processing Specialist 2	02

**APPENDIX B**

**GRADE LEVELS**

**GRADE LEVEL ONE**

Print Shop Operator  
Storekeeper 1

**GRADE LEVEL TWO**

Clerk 2  
Social Service Aide 2  
Word Processing Specialist 2

**GRADE LEVEL THREE**

Clerical Specialist  
Customer Support Specialist  
Secretary 1  
Investigator 1  
Statistics Clerk  
Account Clerk  
Public Inquiries Assistant 1

**GRADE LEVEL FOUR**

Investigator 2

**GRADE LEVEL EIGHT**

Investigator 3

**GRADE LEVEL TEN**

Social Services Specialist 2  
Contact Evaluator/Negotiator  
Case Manager

**GRADE LEVEL ELEVEN**

Social Program Specialist

**GRADE LEVEL TWELVE**

Social Service Specialist 3  
IM Case Control Reviewer

**GRADE LEVEL THIRTEEN**

Researcher 2

**APPENDIX C**

**CLASSIFICATION SERIES**

Account Clerk	03
Clerical Specialist	03
Clerk 2	02
Statistics Clerk	03
Contract Evaluator/Negotiator	10
Researcher 2	13
Case Manager	10
Customer Support Specialist	03
IM Case Control Reviewer	12
Investigator 1	03
Investigator 2	04
Investigator 3	08
Print Shop Operator	01
Public Inquiry Assistant 1	03
Secretary 1	03
Word Processing Specialist 2	02
Social Program Specialist	11
Social Services Specialist 2	10
Social Services Specialist 3	12
Storekeeper 1	01
Social Service Aide	02

**APPENDIX D**

Class Title	Grade Level	2011 Minimum	Annual	2012 Minimum	Annual	2013 Minimum	Annual	Total Maximum Range	Total Maximum Annual
Print Shop Operator	1	\$10.75	\$22,360.00	\$10.82	\$22,505.60	\$10.88	\$22,630.40	\$12.61	\$26,228.80
Store Keeper 1	1	\$10.75	\$22,360.00	\$10.82	\$22,505.60	\$10.88	\$22,630.40	\$12.61	\$26,228.80
Clerk 2	2	\$10.47	\$21,777.60	\$10.60	\$22,048.00	\$10.73	\$22,318.40	\$13.53	\$28,142.40
Social Service Aide 2	2	\$10.47	\$21,777.60	\$10.60	\$22,048.00	\$10.73	\$22,318.40	\$13.53	\$28,142.80
Word Processing Specialist 2	2	\$10.47	\$21,777.60	\$10.60	\$22,048.00	\$10.73	\$22,318.40	\$13.53	\$28,142.80
Clerical Specialist	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Customer Support Specialist	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Secretary 1	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Investigator 1	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Statistics Clerk	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Account Clerk	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Clerical Specialist	3	\$11.44	\$23,795.20	\$11.54	\$24,003.20	\$11.64	\$24,211.20	\$14.44	\$30,035.20
Investigator 2	4	\$13.30	\$27,664.00	\$13.22	\$27,497.60	\$13.13	\$27,310.40	\$15.36	\$31,948.80
Investigator 3	8	\$15.76	\$32,780.80	\$15.78	\$32,822.40	\$15.79	\$32,843.20	\$19.02	\$39,561.60
Social Services Specialist 2	10	\$15.13	\$31,470.40	\$15.50	\$32,240.00	\$15.87	\$33,009.60	\$20.85	\$43,368.00
Contact Evaluator/Negotiator	10	\$15.13	\$31,470.40	\$15.50	\$32,240.00	\$15.87	\$33,009.60	\$20.85	\$43,368.00
Case Manager	10	\$15.13	\$31,470.40	\$15.50	\$32,240.00	\$15.87	\$33,009.60	\$20.85	\$43,368.00
Social Program Specialist	11	\$16.68	\$34,694.40	\$16.92	\$35,193.60	\$17.16	\$35,692.80	\$21.76	\$45,260.80
Social Service Specialist 3	12	\$12.98	\$35,318.40	\$17.30	\$35,984.00	\$17.62	\$36,649.60	\$22.68	\$47,174.40
IM Case Control Reviewer	12	\$12.98	\$35,318.40	\$17.30	\$35,984.00	\$17.62	\$36,649.60	\$22.68	\$47,174.40
Researcher 2	13	\$18.87	\$39,249.60	\$19.07	\$39,665.60	\$19.26	\$40,060.80	\$24.05	\$50,024.00
		Minimum Range		Midpoint Range		Maximum Ranger			

*Marilyn Brown*

Marilyn Brown  
President of the Board of Commissioners

*Barbara Follmann*

Barbara Follmann  
Chief Negotiator, OCSEA

*Paula Brooks*

Paula Brooks  
Commissioner

*Lynne D. Morris*

Lynne Morris  
President, Chapter 2508

*John O'Grady*

John O'Grady  
Commissioner

Chris Mabe  
President, OCSEA/AFSCME  
Local 11/AFL-CIO

*Anthony Trotman*

Anthony Trotman  
Director, FCDJFS

*Aaron L. Granger*

Aaron L. Granger  
Chief Negotiator, FCDJFS

*Robert D. Weisman*

Robert D. Weisman  
Negotiator, FCDJFS

Approved as to form by:

*Denise DePalma*

Assistant Prosecuting Attorney  
Franklin County, Ohio