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AGREEMENT

BETWEEN

FRANKLIN COUNTY COMMISSIONERS

AND

AFSCME OHIO COUNCIL 8, AFL-CIO, LOCAL 2049

Effective January 1, 2012 to December 31, 2014

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PREAMBLE

This Agreement, entered into by the Franklin County Commissioners, hereinafter referred to as the "Employer", and the Ohio Council 8 and Local 2049 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following:

> To set forth the understandings and Agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein, and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed full-time and regular part-time by the Employer as set forth in the SERB certification, Case No. _____ (See Appendix 1), and any amendments thereto.

Section 1.2. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, temporary employees with no expectation of regular employment, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent of the normal year shall be excluded from the bargaining unit.

Section 1.3. In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the position is appropriately within the bargaining unit, or if the parties agree the position is a bargaining unit position, the parties shall meet to discuss the rate of pay. If the parties reach impasse over the rate of pay for the new position, the Employer shall implement a rate of pay for the position for the duration of this Agreement, at which time the issue will become a subject for the next set of negotiations over a successor collective bargaining agreement.

ARTICLE 2
NON-DISCRIMINATION

Section 2.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, or disability. The Employer agrees that it will apply the terms of this Agreement and its employment policies and work rules in a uniform and consistent manner.

Section 2.2. The Employer agrees not to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Chapter 4117 of the Ohio Revised Code.

Section 2.3. The Union agrees not to interfere with, restrain or coerce employees in the exercise of their rights guaranteed in Chapter 4117 of the Ohio Revised Code.

Section 2.4. This contract shall comply with the Americans with Disabilities Act. When an employee with a disability, as defined by the ADA, asks the Employer for a reasonable accommodation under the ADA, the employee has a right to have Union representation, if he or she so chooses. The Employer will notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information about the nature of the disability and the accommodation. If the Union wants to discuss the proposed accommodation, it will give the employer a written request for a meeting to discuss the matter within five (5) working days of receipt of the notice. This meeting must be held before any accommodation is made. The Union agrees that it will cooperate with the Employer in developing a mutually agreeable reasonable accommodation for disabled employees which has the least impact upon the contract rights of other bargaining unit employees under the terms of this Agreement but satisfies the Employer's obligation under the law.

Section 2.5. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3
CHECK OFF, DUES & FAIR SHARE

Section 3.1 Check Off. The Employer will deduct monthly membership dues or fees payable to the Union, pursuant to Section 3.2 of this Article, entitled Maintenance of Dues or Fees Deduction, or 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.

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

The Employer's obligations to make deductions shall terminate automatically upon termination of employment or transfer of an employee to a job classification outside the bargaining unit. Employees who are recalled from temporary or seasonal layoff or returning from leave of

absence shall resume payroll deduction of membership, commencing the first pay period of work.

Members of the Union or an employee who authorizes deduction may withdraw from the payment of dues, initiation fees, and assessments in accordance with the check off agreement.

The Employer agrees to submit two lists with each remittance of checkoff monies. (1) An alphabetical list of the name and current address of employees for whom a deduction was made and the amount of the deduction. (2) An alphabetical list of the name and current address of the employees who were dropped from the previous checkoff list and the reason each was dropped.

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

Section 3.2. Maintenance of Dues or Fees Deduction. Members of the Union or any other employee whose dues or fees are deducted pursuant to Section 3.1 of this Article, either as a new member or a reinstated member, may only withdraw, from the payment of dues or fees in accordance with the check off agreement. An employee can withdraw by sending the Employer a letter evidencing his or her desire to withdraw from Union membership or by completing the form attached to this Agreement as Appendix 2 and submitting it to the Human Resources Director. The Employer will send a copy of the letter or the form to the Union President as soon as practical.

The Employer shall notify the Union of all new hires and agrees to permit the Union to provide information about the Union to new employees at the conclusion of new employee orientation. The Union presentation shall not exceed 15 minutes.

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

Section 3.3 Fair Share Fee. All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective at the successful conclusion of an employee's probationary period.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee is automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fee will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

The Union maintains a lawful rebate process in accordance with Hudson.

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

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 4.1. The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

Section 4.2. The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work or the employer's business or operation.

Section 4.3. The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 4.2 of this Article.

Section 4.4. In the event that any employee or group of employees engages in any of the conduct described above in Section 4.2 during the term of this Agreement, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities.

Section 4.5. The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 4.2 of this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited

to promptly ordering its members to resume their normal work duties, notwithstanding the existences of any picket line.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. To assure that the Employer continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Employer retains the right to determine agency policies, procedures, and to manage the affairs of the Agency in all respects.

Section 5.2. Management Rights. Except where otherwise specifically limited by this Agreement, the Employer retains all rights to manage the Agency, including, but not limited to, the rights to:

A. Determine the overall mission of the Employer as a governmental unit, and take actions to carry out that mission;

B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;

C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work or operation of the Employer, except that the Employer agrees to bargain with the Union over the effects of the contracting out or subcontracting;

D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;

E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;

F. Restrict the activity of an employee organization on the Employer's time except as set forth in this Agreement;

G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;

H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;

I. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;

J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;

K. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;

L. Lay-off employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would not be cost efficient;

M. Determine, maintain, expand, change, alter, or reduce employees' compensation or benefits in conformity with the provisions of this Agreement and with notice and negotiation where appropriate;

N. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

Section 6.1. Philosophy. The Employer and the Union recognize the responsibility they have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of services to the citizens of Franklin County. The Employer and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the County to provide the highest standards of service. Toward this end the Employer and the Union agree to create and maintain labor management meetings as an active forum for the exploration of mutual concerns.

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

Section 6.2. Time of Meetings. The Parties will arrange meetings, at least quarterly, on a mutually agreeable day and time.

Employee attendance should be limited to those employees who have direct knowledge or involvement with the issues to be specifically discussed at the meeting.

ARTICLE 7
UNION REPRESENTATION

Section 7.1. The Employer will recognize a Chief Steward and nine (9) employees, selected by the Union, to act as Stewards for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement. Of the nine (9) employee stewards: (a) no more than four (4) can be selected from the same Department or Agency; (b) no more than two (2) can be selected from the same Department or Agency that has sixty (60) or fewer bargaining unit members; (c) no more than one (1) can come from the same Department or Agency that has twenty-five (25) or fewer bargaining unit members; and (d) no more than two (2) can be selected from the same work group within the same Department or Agency. The Union may designate one (1) alternate Steward in Public Facilities Management Department to act in the absence of the Steward(s). In addition, the Employer will recognize the President, Vice President, Secretary and Treasurer as officers of the local Union and a staff representative of Ohio Council 8, AFSCME, AFL-CIO as a Union representative. No employee shall be recognized by the Employer as an officer, Steward or alternate Steward of the local Union or as a staff representative of Ohio Council 8, AFSCME, AFL-CIO until the Union has presented the Employer with written certification of that person's selection or appointment.

Section 7.2. Whenever possible, the investigation and writing of grievances shall be conducted outside of scheduled work hours. In any event, each Department shall be limited to no more than two (2) work hours per week for investigating and writing grievances, unless the Department Director, at his or her sole discretion, agrees to extend that period of time. Union attendance at grievance hearings shall be limited to one grievant, and in the case of a class grievance, one designated grievant, and one Union Steward or one employee Union Officer. The grievant, Steward's, or employee Union Officer's attendance during regular work hours shall be without loss of pay. Designated Union members, with the agreement of Management, may attend labor management meetings and contract negotiations during their working hours without loss of pay. Union members who attend such meetings after their scheduled working hours shall do so without pay.

Section 7.3. Staff representatives of Ohio Council 8, AFSCME, AFL-CIO will be recognized by the Employer and admitted to the Employer's facilities, at a time which does not disrupt the operations of the Department, for the purpose of investigating and processing of grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the appropriate Director or his or her designee.

Section 7.4. Rules governing the activity of Union representatives are as follows:

(1) An Officer, Steward or alternate Steward of the local Union shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor. The Union shall not conduct Union activities pertaining to the investigation or processing of a grievance in any work areas without notifying and obtaining the prior approval of the Director or his or her designee. Other Union activities are to be done in non-working times in non-working areas. Release time to conduct Union business in accordance with this provision shall not be unreasonably withheld by the Employer.

Section 7.5. During a reduction of force, the listed Union representatives may be retained out of line of seniority in the following sequence provided that they can perform the full scope of the required duties on a forthwith basis:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Stewards
6. Alternate Stewards

Section 7.6. Each year, up to two (2) duly elected or selected delegates to the State or National Conventions who are in the bargaining unit shall be allowed to attend such functions. To the extent any such time is during such delegates scheduled working hours they shall be allowed to take vacation, and if vacation is exhausted, to take approved leave without pay up to five (5) working days if not disruptive to County operations or scheduling.

Each year, the stewards and local Union employee officers identified in Section 7.1 of this Article shall be permitted to attend one day of Union steward training with pay.

Section 7.7. The Union shall be permitted to construct, install and maintain a Union bulletin board at the Union's cost at the following reporting locations at the time clocks or in break rooms:

- Franklin County Dog Shelter and Adoption Center (Shelter time clock location)
- Northland Job and Family Services Building (PFM time clock location)
- Franklin County Memorial Hall (PFM time clock location)
- Public Facilities Management East Complex (PFM time clock location)
- Offices of Franklin County Department of Economic Development and Planning (EDP break room location)
- 80 East Fulton Street Service Building (PFM time clock location)
- Franklin County Courthouse Basement (PFM time clock location)
- Franklin County Courthouse Purchasing (Purchasing break[file] room location)
- Franklin County Correctional Corrections Center II (PFM time clock location)
- And at other facilities at reporting locations as mutually agreed to by both parties

The bulletin boards shall be no larger than 2 feet by 3 feet. Union information shall not be posted on any other bulletin boards. The bulletin boards shall be for the Union's exclusive use and only Union related material shall be posted on these boards. No material may be posted which is disparaging or defamatory towards County officials, supervisors, or management. Racial, religious, sexual, or other unlawfully discriminatory or offensive communications may not be posted on the Union bulletin boards, and if they are posted and the Union is advised to remove them, the Union shall do so immediately.

Section 7.8. The Employer will furnish the Union President a copy of all new or modified bargaining unit job descriptions for all bargaining unit members at least five (5) work days prior to utilizing the description with bargaining unit employees.

Section 7.9. The Union shall be permitted, upon prior notification to the Employer, to place ballot boxes at reporting locations of members of the bargaining unit, for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the County's review. At the conclusion of any voting period, the Union shall immediately remove any ballot.

Section 7.10. The Union President will be given eight (8) hours of release time per work week to conduct union business during regularly scheduled working hours. The scheduled release time will be determined by mutual agreement of the Union President and the Agency Director. Scheduled release time can be withheld by the Employer if disruptive to County operations or scheduling.

ARTICLE 8
NO OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES

The Employer and the Union agree that for purposes of this Agreement, it is understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as related to matters covered by this Agreement, and any other post-employment matters pertaining to wages, hours, terms or conditions of employment, including, but not limited to, involuntary disability separation. Employees in the bargaining unit cannot pursue rights pursuant to the State Personnel Board of Review.

ARTICLE 9
THE DISCIPLINARY SYSTEM

Section 9.1. In order for the Employer to maintain a desirable standard of employee conduct and level of productivity, certain policies must be enforced. Department heads have the responsibility of administering disciplinary policies concerning employees within each Department. Some misconduct may justify immediate suspension or dismissal however, generally, the Employer follows the concept of progressive discipline. The Department Directors may, at their discretion, forgo advancing to a higher level of progressive discipline in particular cases. Exercising this latter option shall not establish a precedent with respect to the disciplinary matters covered by this article. Nothing precludes the Employer from utilizing positive steps, including counseling, to correct an employee's inappropriate action or behavior. However, corrective counseling is not considered discipline. If an employee violates a County, Departmental or Agency rule or policy, disciplinary action may be necessary, including the following steps:

1. An Oral Reprimand (documented) will be conducted with an employee if there is an indication of unsatisfactory work or poor behavior.

2. A Written Reprimand will be given to the employee to let the employee know where he has fallen short of the Employer's standards of conduct. Employees will also be told if their conduct has placed their jobs in jeopardy, and penalties for continued violations will be outlined.

3. A Suspension with or without pay, by the Appointing Authorities.

4. Dismissal or Removal with notice of discharge, by the Appointing Authorities.

In all cases of oral reprimand, written reprimand, suspensions or removals, the employee, and the Union President, shall be issued a copy of a notice of such and shall be informed that the order will be made a part of his personnel file. Employees may, at this point, file a response or objection to the disciplinary action. This response or objection will be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice, as proof that they actually received the notice.

In the case of any severe rule violation by an employee, the employee may be removed without prior warnings, following an investigation of the incident.

Employees, other than those in their second half of the probationary period, will be permitted to attend a pre-disciplinary hearing prior to receiving a suspension or being removed.

Section 9.2. Non-probationary employees shall not be disciplined except for just cause.

Section 9.3. Whenever the Employer and/or his designee determines that there may be cause for an employee to receive an oral reprimand or a written reprimand, the employee and Union President shall receive a copy of the reprimand.

Section 9.4.

A. Status of Investigation

The Employer's investigation shall be completed in a reasonable time period, however it is agreed by the parties that when criminal charges are involved or when alleged violations of other local, state, or federal laws, or Commissioners' resolution warrants extensive investigation, or upon mutual consent of the parties, the investigation time period may be necessarily extended. When an employee is contacted by the Employer to be interviewed about allegations regarding the employee's work related performance or conduct the employee will be informed verbally that they are the subject of an investigation that could lead to discipline except when potential criminal charges are involved. After the initial verbal notification of investigation the Employer will provide written notification to the employee and the Union President of the status of the investigation every 30 days until the investigation is completed. Employer's failure to provide the verbal notification or written notification of the status of the investigation shall not be used to invalidate any subsequent discipline resulting from the investigation.

B. Notice of potential discipline involving suspension or discharge.

Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended or discharged, the employee and Union President shall be apprised of the alleged charges in writing, along with any supporting documentation available at that time.

C. Meeting with the Agency Director Prior to the Pre-Disciplinary Hearing.

Prior to the pre-disciplinary hearing in Human Resources, the Union, the Employee, or the Employer may request a meeting with the Agency Director or Designee in the absence of the Director, to share available information and positions regarding the anticipated discipline. However, the Union or the Employer shall not be precluded from providing additional documentation or information at the pre-disciplinary hearing.

D. Notice of the Pre-Disciplinary Hearing.

The Human Resources Department will provide a notice of the pre-disciplinary hearing to the employee and the Local Union President at least five (5) working days, Monday-Friday, excluding holidays, prior to the scheduled hearing.

E. Pre-Disciplinary Hearing.

The Human Resources Department shall conduct the pre-disciplinary hearing no later than thirty (30) days after the Director's disciplinary recommendation has been submitted to the Human Resources Department. The Union shall have the right to be present at any pre-disciplinary hearing to represent the employee and may or may not present evidence at the pre-disciplinary hearing.

Section 9.5. Any employee in disagreement with the disciplinary action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. Notice shall be given to the Union President when discipline has been finalized by the Board of Commissioners.

Section 9.6. All actions of record (oral reprimands, written reprimands, suspensions, reductions and removals) will be permanently maintained in each bargaining unit member's personnel file. In addition, the following provisions apply:

A. In any case in which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, or where a settlement agreement so requires, such action of record shall not be considered in any further action.

B. An Oral Reprimand (documented) shall not be used for any purpose if twelve (12) months have passed since the date of the reprimand, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

C. Written reprimands shall not be used for any purpose if eighteen (18) months have passed since the date of the reprimand, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

D. Suspensions of three (3) days or less shall not be used for any purpose if three (3) years have passed since the date of the suspension, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

E. Suspensions of more than three (3) days shall not be used for any purpose if four (4) years have passed since the date of the suspension, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

Section 9.7. An employee shall be allowed to review his personnel file after requesting to do so through the chain of command in writing. This review will be afforded during normal business hours and work days of the personnel office. If a member wants copies of documents contained in the file, the first five (5) copies of pages will be provided at no charge. Additional copies will be $.15 each.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement. The grievance procedure shall be the sole and exclusive remedy for resolving disputes between the parties, except that as to disciplinary matters, grievances pertaining to a verbal or written reprimand may only be appealed through Step 2 of the grievance procedure. A grievance pertaining to a suspension, removal or termination shall automatically commence at Step 3 of the grievance procedure, and is subject to Step 5, arbitration. The only recourse for a suspension or termination is through the grievance and arbitration procedure and cannot be pursued through the State Personnel Board of Review.

Section 10.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the Union within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits shall be moved to the next step. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 10.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, either alone or with the appropriate Union Steward, if the former desires, or the Union in cases of policy or class action grievances, must identify, in writing, signed by the grievant and/or the Union Steward, the alleged grievance to the affected employee's immediate supervisor within ten (10) work days after the employee or the Union gains knowledge of the occurrence that gave rise to the grievance. The grievance shall identify the particular articles and sections of the Agreement that were alleged to have been violated. The supervisor shall investigate and provide an appropriate answer within five (5) work days following the date on which the supervisor was presented the written grievance.

If the grievance involves the employee's immediate supervisor, the grievance may be filed directly at Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be appealed to the employee's Department Head within five (5) work days of receipt of the Step 1 answer. The Department Head shall have five (5) work days in which to schedule a Step 2 grievance meeting with the aggrieved employee and his Steward. The Department Head shall investigate and respond in writing to the grievance within five (5) work days following the meeting date.

Step 3: if the grievance is not resolved in Step 2, the appropriate Union Steward, may appeal the grievance to the Human Resource Director or his designee within five (5) work days after receiving the Step 2 answer or after receipt of discipline finalized by the Board of Commissioners pursuant to Article 9, section 9.5. The Human Resource Director or his designee shall have five (5) work days in which to schedule a meeting with the aggrieved employee, the Local Union President or designee, or the Steward, and an Ohio Council 8 representative. The Human Resource Director or his designee shall investigate and respond to the grievant and the Local Union President within five (5) work days following the Step 3 meeting.

Step 4: If the grievance is not resolved in Step 3, the appropriate Union Steward, may appeal the grievance to the County Administrator or his designee within five (5) work days after receiving the Step 3 answer. The County Administrator or his designee shall have five (5) work days in which to schedule a meeting with the aggrieved employee, the Local Union President or designee, or the Steward, and an Ohio Council 8 representative. The County Administrator or his designee shall investigate and respond to the grievant and the Local Union President within five (5) work days following the Step 4 meeting.

Step 5 Arbitration: If the grievance is not satisfactorily settled in Step 4, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event that the grievance is not referred to

arbitration by the Union within the time limit prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

Prior to requesting a list of impartial arbitrators, the parties may, by mutual agreement, submit the grievance to mediation. Thereafter, the parties, by mutual agreement, will notify the Federal Mediation Conciliation Service ("FMCS") or the State Employment Relations Board ("SERB") within five (5) working days after a request to mediate has been made by the Union or the Employer asking FMCS or SERB to appoint a mediator to assist the parties in resolving the dispute. The mediator will schedule a meeting with the parties and their representatives as soon as possible after the notice has been received. The mediation process will be accordance with the processes developed and in place with the FMCS or SERB. The parties mutual agreement to mediate the grievance shall not extend the time required in this section for the Union to request arbitration. The parties may mutually agree to mediate the grievance even if a notice to arbitrate has not been filed by the Union. If the grievance cannot be resolved in mediation, or the parties do not mutually agree to submit to mediation, the Union may forward the grievance to arbitration.

The Union shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall submit a copy of such request to the Employer. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator. If the parties are unable to mutually agree on an arbitrator an arbitrator will be selected by the parties by alternative strike with the parties right to strike the first name being determined by a flip of the coin.

The arbitrator shall hold the arbitration hearing promptly and issue his decision within thirty (30) days after the closing of the record, unless mutually agreed otherwise by the parties. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitation expressed herein. The award of the arbitrator will be final and binding upon both parties.

The arbitrator's award and the arbitration proceedings identified in this Article are subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

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, if any, by the party calling the witnesses. The fees of any court reporters shall be paid by the party asking for same, such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. If a grievance is settled prior to a scheduled arbitration hearing the parties shall split the cost of any cancellation fees.

An employee, steward or Union officer requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena. The

Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and required by either the Union or the Employer at the employee's applicable rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing. Where practicable, the employee witness shall be placed on call for purposes of his attendance at an arbitral hearing so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith.

Section 10.4. All grievances should contain the following information and will be filed using the grievance form mutually agreed upon by both parties.

1. The aggrieved employee's name and signature.

2. The aggrieved employee's classification.

3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.

4. Date grievance was filed in writing.

5. Date and time grievance occurred.

6. The location where the grievance occurred.

7. A description of the incident giving rise to the grievance.

8. Specific articles and sections of the Agreement violated.

9. Desired remedy to resolve the grievance.

Amendments to a grievance shall not be made, other than by mutual agreement of the parties once a request for arbitration has been submitted.

Section 10.5. A grievance may be brought by an employee covered by this Agreement with the appropriate Union Officer, Committee Person, or Steward; where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance with the appropriate Union Officer, Committee Person, or Steward. Each employee to be included in such grievance shall be named on the grievance.

Section 10.6. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 10.7. For the purposes of this Article, work days shall typically be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays, except when a particular employee is regularly scheduled to work on days other than Monday through Friday.

ARTICLE 11
MISCELANEOUS

Section 11.1. Substantial changes in the methods of operation, tools and/or equipment of a job shall be the prerogative of the Employer.

Section 11.2. Any rate and classification mutually agreed to by the Employer and the Union or implemented by the Employer after the parties reach impasse shall become a part of the wage agreement attached hereto.

Section 11.3. Any matters not specifically addressed by this Agreement, but addressed by the Employee Handbook will be governed by the Employee Handbook. The Union will be given reasonable prior notice of any change to the Employee Handbook and upon the Union's request, the change will be presented to the Labor/Management Committee prior to implementation.

Section 11.4. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of these genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

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ARTICLE 12
WORK RULES

The Employer's Agencies and Departments will implement reasonable work rules. The Employer's Agencies and Departments shall provide the Union and the Union President with a copy of the work rules or the Departmental Memo's considered to be Work Rules by the Agency or Department effective from the date of this contract at least five (5) working days prior to implementing the work rules, unless an emergency would prevent such prior notice.

ARTICLE 13
PROBATIONARY PERIODS

Section 13.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal through the grievance procedure contained herein over such removal. Probationary periods may be extended for thirty (30) days upon mutual written agreement of the Employer and the Union, on a case by case basis.

Section 13.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) calendar days. If the employee evidences unsatisfactory performance or chooses not to retain the promotional position, the employee will be returned to his or her former position if the position is vacant or the employee makes a written request to the proper Director within five (5) working days requesting to be returned to his or her former position, however, the provisions of Section 13.1 above do not apply. An employee who fails to satisfactorily perform the duties of his or her newly appointed position, may be terminated for cause, during the probationary period, subject to the Grievance and Arbitration Procedure.

Section 13.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period. This provision may be waived by mutual agreement of the parties.

ARTICLE 14
SENIORITY

Section 14.1. Seniority shall be defined as an employee's uninterrupted length of continuous service, excluding leave without pay that does not fall within the Family Medical Leave Act, with the Employer as a full-time employee or as a regular part-time employee (pro-rated). An employee shall not have seniority for the initial probationary period as provided in Article 12, however, upon completion of the probationary period, seniority shall be retroactive to the date of hire with the Franklin County Commissioners.

Section 14.2. The Employer shall provide the Local Union President with a copy of a seniority list during January of each year. The seniority list shall be listed by classification and shall contain, in order of seniority, the name and date of hire of each employee.

Section 14.3. Seniority shall be broken when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. Is laid off for a period equal to the amount of seniority the employee had on the date of layoff or nine (9) months, whichever is the least;

D. Fails to report to work when recalled from lay-off within ten (10) working days from the date the Employer sent the notice of recall to the employee by certified mail to the employee's last known address as shown on the Employer's records;

E. Fails to report for three (3) consecutive work days unless extraordinary circumstances excuse his failure to report; however, this also constitutes just cause for termination;

F. Fails to report or is unable to report to work after having exhausted all paid and unpaid County approved leaves of absence, sick leave and vacation leave provided for under the terms

of this Agreement, while on an approved County non-paid status, for a continuous period of six (6) months; or

G. Retires.

Section 14.4. Classification seniority shall be defined as an employee's total length of continuous service within his or her job classification.

ARTICLE 15
HOURS OF WORK

The work week for regular full-time employees shall be forty (40) hours in five (5) days of eight (8) consecutive hours each day or where applicable, the work week shall be forty (40) hours in four (4) days of ten (10) consecutive hours each day, exclusive of the time allotted for meals during the period starting 12:01 a.m. Monday to midnight Sunday. The shift starting time for any and all bargaining unit employees shall not be changed without a fourteen (14) calendar day notice to the employee and the Union prior to the change. However, upon mutual agreement of the parties the fourteen (14) calendar day period may be waived. This is neither a guarantee of hours of work, nor does it limit the Employer's right to modify or reduce the work week at any time.

ARTICLE 16
OVERTIME COMPENSATION, COMPENSATORY TIME AND EMERGENCY CALL IN POLICY

Section 16.1. Employees who work more than forty (40) hours in a work week and are non-exempt under the Fair Labor Standards Act, will be paid overtime at the rate of one-and-one-half times their regular straight time rate. For the purposes of computing overtime, an overtime eligible employee will receive overtime compensation for hours actually worked in excess of forty (40) hours per work week. A paid holiday shall constitute hours actually worked for purposes of overtime pay. Lunch time, vacation, and sick leave are not to be considered as hours worked for computing overtime. All overtime must have prior approval by the Director or his/her designee unless circumstances prevent the obtaining of approval. Unless an employee's personnel file contains a notation that the employee is exempt, the employee is considered non-exempt for purposes of this provision.

Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his/her given classification. The distribution of voluntary overtime will be based upon a rotational system with consideration given to qualifications, seniority, and will be limited within a classification. The rotational system will be in effect for each Department or Agency by July 1, 2007. Employees who fail to report for voluntary or mandatory overtime will either be disciplined or removed from the voluntary overtime list for an appropriate period of time.

Employees who work overtime shall have the option of electing to receive compensatory time in lieu of overtime pay. Compensatory time off shall be granted at the rate of one and one-half (1-

1/2) times the amount of overtime worked in excess of forty (40) hours in a work week. Compensatory time shall be used at times acceptable to and approved by the bargaining unit employee's Director or his/her designee. A maximum of 80 hours of compensatory time may be accrued at any time by any bargaining unit employee. Compensatory time must be used within 180 days after the work week in which it is earned, or it will be paid out.

Section 16.2. An employee, called in outside of his scheduled shift, will be paid for three hours. The call in pay will be at the overtime rate. If the amount of time for the call in exceeds three hours, the employee will be paid for the total amount of time worked at the overtime rate. If the amount of time for the call in is less than three hours, the employee will still be paid for three hours at the overtime rate.

ARTICLE 17
MILITARY LEAVE

A paid military leave of absence shall be granted to employees for a period not to exceed twenty-two (22) workings days (176 hours) per calendar 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. To qualify for this paid 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, paid military leave will count as full service with the County.

Employees called to active duty pursuant to military orders shall receive from the Board of Commissioners, a cash payment of $500.00 for each dependent child per calendar year while in a military leave of absence status.

After the 22 working days of pay for military leave is exhausted, an employee performing uniformed military service may use available vacation, compensatory, or personal time upon request. The employee will be placed in "Military Leave of Absence without Pay." The employee will remain in a military leave of absence without pay status until either the employee returns from uniform service to an active work status or a new calendar year provides the employee with a new twenty-two (22) working day period of paid military leave of absence.

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 employees' 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.

ARTICLE 18
COURT LEAVE

Employees shall honor subpoenas issued to them. Upon receipt of a subpoena, the employee should contact his supervisor and complete the "Request for Leave" form indicating the dates for which court leave and/or jury duty will be necessary. A copy of the subpoena should be attached to the form "Request for Leave." Employees will be paid their regular rate of pay while serving on a jury. All compensation received for court and jury duty, less parking expenses, is to be remitted by the employee to the payroll clerk, unless such duty is performed outside of the employee's normal working hours. If an employee is subpoenaed to attend a hearing on behalf of the Employer or if an employee is subpoenaed by the court on work related matters, the time spent by the employee in attendance at the hearing shall be considered hours worked for purposes of compensation. However, under these circumstances, the employee would be required to remit any compensation from the court to the Employer.

Attendance at such hearings does not necessarily relieve the employee for the full work shift. If the employee can be reasonably expected to leave work in time to reach the hearing or return to work following the hearing, he is expected to do so. For instance, if the employee does not have to report for jury/court duty until 12:00 noon or after, the employee must work the normal morning schedule. If an employee is released from service prior to or at 12:00 noon, the

employee is expected to work the afternoon schedule. Any day the employee is not required to appear as a potential juror/witness, the employee must report to work.

When an employee must appear in court for personal reasons, paid court leave cannot be granted. 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 proceedings, custody, appearing as directed with a juvenile, etc. The employee may apply for vacation leave in these circumstances.

ARTICLE 19
SICK LEAVE USAGE AND WELLNESS INCENTIVE

Article 19.1. Sick Leave. Full-time employees earn sick leave at the rate of 4.6 hours for 80 or more hours while on active pay status in any pay period. The time credited 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 are not eligible for sick leave.

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.

1. Illness or injury of the employee or a member of the employee's immediate family living in the same household or persons covered under the Family and Medical Leave of Absence policy. (In the case of a member of the immediate family not living with the employee, the Director may credit sick leave when it appears justified.)

2. Immediate Family.

For purposes of sick leave immediate family members are mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother- or father-in-law, sister- or brother-in-law, son- or daughter-in-law, legal guardian or other person who stands in the place of a parent.

3. 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 Director may credit sick leave when it appears justified.)

4. 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.

Employees failing to comply with sick leave rules and regulations will not receive sick pay. Application for sick leave based upon a known misrepresentation shall result in disciplinary action up to and including dismissal and shall result in refund to the County of salary or wage

paid during sick leave. If an employee is off more than three (3) days on sick leave, the employee must provide a written doctor's excuse to his/her supervisor. Falsification of, or a failure to produce a doctor's excuse shall be grounds for disciplinary action up to and including dismissal.

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

Upon retirement, resignation or death, from active County service after eight (8) or more years with the County or with any of Ohio's political subdivisions, an employee may elect to be paid in cash for one-fourth (1/4) of the accrued but unused sick leave credit up to a maximum of 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 or with any of Ohio's political subdivisions, an employee may elect to be paid in cash for one-half (1/2) of the accrued but unused sick leave credit subject to the limitations indicated below. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all other sick leave credit accrued up to that time will be eliminated.

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

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

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

All employees hired after this Agreement goes into effect will only be able to transfer to this Employer sick leave previously accumulated while working for Franklin County.

Section 19.2. Wellness Program. The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. The wellness period runs from December 1 through November 30. For this Agreement, the wellness period will commence during the first day of the pay period in which December 1 falls. All new full-time employees hired after December 1 are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to either a cash pay out, or to an equal number of personal leave hours.

1 . If a full-time employee uses 8 hours or less of sick leave during a wellness period, the employee may convert up to 40 hours of sick leave to either a cash pay out, or to personal leave hours.

2. If a full-time employee uses between 8.25 and 16 hours of sick leave during a wellness period, the employee may convert up to 32 hours of sick leave to either a cash pay out, or to personal leave hours.

3. If a full-time employee uses between 16.25 and 24 hours of sick leave during a wellness period, the employee may convert up to 24 hours of sick leave to either a cash pay out, or to personal leave hours.

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

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

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

On December 1 of each year, each department's payroll officer will notify employees who are eligible for the sick leave conversion programs and provide them with a "Request to Convert Sick Leave to Personal Leave" or "Request to Convert Sick Leave to Cash Payout" form. If the Employer is aware of an eligible employee's selection of a cash pay out, the cash pay out will be issued to the employee in his/her second paycheck in December.

ARTICLE 20
LEAVES OF ABSENCE

Section 20.1. Leave Without Pay. A Leave of Absence Without Pay for personal reasons may be granted upon request for periods not in excess of 12 weeks at the sole discretion of the Board of County Commissioners. Time on such Leave of Absence shall not be counted as time in service for purposes of determining seniority or vacation rights. Such Leave may be extended beyond 12 weeks upon written recommendation of the Department Head and with the approval of the Board of County Commissioners. Upon the employee's return from such Leave, the employee will be reinstated in his/her former position or one of substantial equivalence.

Leave Without Pay is defined as any absence in which an employee does not or is not able to use another form of Leave (i.e., sick leave or vacation). An employee does not have the option to take Leave Without Pay.

There are two types of Leave Without Pay: authorized and unauthorized. Authorized Leave Without Pay is reserved for those instances where, in the judgment of the Appointing Authority,

an exceptional circumstance exists, and permission is granted for the employee to take an authorized Leave Without Pay. In such instances, the time will be docked from the employee's pay, but will not be grounds for disciplinary action. It is the employee's responsibility to complete a written request for such Leave, including the reasons for the Leave and the dates for which such leave is being requested.

Unauthorized Leave Without Pay occurs when an employee's request for Leave Without Pay is not deemed to be an exceptional circumstance and is denied by the Appointing Authority. In cases of Unauthorized Leave Without Pay, time will be deducted from the employee's pay and the Leave Without Pay will be considered for possible disciplinary action.

Section 20.2. Maternity Leave. The law provides that maternity leave shall be treated in the same manner as any other short term disability. An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer along with a signed physician's statement.

A. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties.

B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.

C. An employee's health benefits will remain in effect while the employee is on medically authorized and documented maternity disability leave. An employee may use accrued sick leave and vacation leave while on maternity leave up to a period of six (6) weeks unless medical documentation supports extension of the leave beyond six (6) weeks. Leave without pay may also be requested for maternity leave. Maternity Leave is not in addition to Family and Medical Leave, therefore if twelve (12) weeks of maternity leave is utilized as a consequence of documented medical complications, all Family and Medical Leave is exhausted. When a leave qualifies under the Maternity Leave Policy and the Family and Medical Leave Policy, Family and Medical Leave shall be utilized rather than Maternity Leave. Time off for Maternity Leave shall be counted against any available Family and Medical Leave.

D. No later than thirty (30) days after delivery, the employee will notify the Employer in writing, of her desire to return to work and her anticipated date of return. Employees who desire to return to work shall be placed in their original position or a substantially equivalent position, at the applicable rate of pay.

E. For the duration of Maternity Leave, the Employer will maintain the employee's health coverage under the "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 to the Employer health insurance premiums paid by the Employer during a Maternity Leave if the employee does not return to work at the end of the County approved leave.

Section 20.3. 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).

An employee must substitute any of the employee's accrued paid vacation, personal or sick leave for any part of the twelve (12) week leave taken 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 County Commissioners. Upon the employee's return from such leave, the employee will be reinstated to his/her former position or an equivalent position.

Qualifying Exigency Leave

Upon request, an employee may take a "qualifying exigency" leave of absence of up to twelve (12) weeks during a twelve (12) month period (which begins on the date of the employee's first leave of absence) to manage the affairs of an immediate family member who is a member of the Regular Armed Forces and National Guard or Reserves and who is on actual duty or on notification of impending military active duty. The Employee must be eligible for FMLA at the time "qualifying exigency" leave is scheduled to occur. Employees are eligible for twelve (12) total weeks of FMLA during a twelve (12) month period irrespective of whether the

leave is used for child birth, a serious health condition, a qualifying exigency, or a combination of reasons allowed under FMLA.

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.

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 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.

Section 20.4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer.

Section 20.5. All leaves of absence (and any extensions thereof) must be applied for in writing and, if granted, will be granted in writing on forms provided by the County (copy to the employee). An employee will be notified within five (5) working days from the date application was made.

ARTICLE 21
TUITION REIMBURSEMENT POLICY

Employees are encouraged to further their education in keeping with the Board of Commissioners' commitment to improve employee skills within County government. The following Tuition Reimbursement Policy is designed to encourage employees to take educational course work that will enhance their job performance.

1. Who is eligible?

Any full-time employee of the Franklin County Commissioners who has completed his or her probationary period prior to the start of the course(s) shall be eligible for tuition reimbursement in courses of instruction voluntarily undertaken. However, no employee on an unpaid leave of absence, unauthorized leave of absence, disability leave, or injury leave may apply for tuition reimbursement.

2. What courses can be taken?

There must be a correlation between the employee's duties and responsibilities and the courses taken or the degree program pursued. This decision will be made by the Board of Commissioners. An employee seeking approval of a degree program (as opposed to individual courses) must present certification from the educational institution of his/her acceptance to the specific degree program for which approval is sought. The employee may be required to submit additional certification to demonstrate that an individual course is approved by the educational institution as a part of the degree program previously approved.

3. Where may course work be taken?

Institutions must be located, or courses of instruction given, within Franklin County or adjoining counties. Courses must be taken at accredited degree granting colleges, universities, technical and business institutes or at their established extension centers, or online. Seminars, conferences and workshops are not included.

4. When may course work be taken?

All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Department Director. All courses are subject to approval by the Board of Commissioners. Any situation which, at the discretion of the Department Director, would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

Application Procedures:

Applying to participate in the tuition reimbursement program

Tuition reimbursement applications may be obtained from the Department Director. The application is to be completed by the employee and must be approved by the Department Director and by procedures established by the County Commissioners. Courses for which application is made must be the same courses for which reimbursement ultimately is sought; the employee cannot switch classes without prior approval of the Department Director. For final approval, applications for approval of institutions and courses, along with a purchase order, must be sent to the County Commissioner's office by the Department Director not more than thirty (30) calendar days or less than ten (10) calendar days prior to the start of the course(s). Employees may be required to submit a course catalog and fee schedule, if requested. Acknowledgment of approved or disapproved applications will be sent to the Department Director prior to the start of the course. Employees must notify the Department Director when canceling a class after the application has been approved.

Financial Assistance

If an employee is eligible to receive financial assistance from any governmental or private agency for the quarter, semester, or trimester applied for, whether or not applied for and regardless of when such assistance may be received, that amount shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible to receive from the County. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the County.

Obtaining Reimbursement

Reimbursement for tuition will be made when the employee presents the following documents from the institution to the Department Director:

> An official certificate or a grade report confirming satisfactory completion of the approved course, i.e., a grade of "C" or better or "Pass" for a Pass/Fail course;
>
> A fee card or statement of account;
>
> A receipt of payment.

This should be done within four (4) weeks of course completion. The Department Director will forward this information on a voucher to the County Commissioner's office. Reimbursement shall be for the cost of instructional fees only. No reimbursement will be granted for books, lab fees, paper, supplies of whatever nature, transportation, meals or any other expense connected with any course.

Payment Schedule for Tuition Reimbursement

Reimbursement for instructional fees will be based upon successful completion of the course. Instructional fees will be reimbursed up to $5,000 in any calendar year. These amounts are based on courses approved in a calendar year. In other words, reimbursement is applicable to the calendar year in which courses are approved and satisfactorily completed. Successful

completion shall mean obtaining a grade of "C" or better or "Pass" for a Pass/Fail course. If the course is failed or a grade of "D" or lower is received, the County will not pay any tuition reimbursement. If an employee is voluntarily or involuntarily separated from employment with the Board of Commissioners for any reason during the duration of the course(s), reimbursement for tuition will not be paid by the County. This includes courses recently completed but not yet reimbursed.

Any employee participating in the tuition reimbursement program who resigns or retires or is removed for cause must repay the tuition reimbursement paid by the County for course(s) completed less than one (1) years prior to the date of separation or removal. The employee will be invoiced for the tuition assistance reimbursement amount.

ARTICLE 22
LAYOFFS

Section 22.1. Layoffs. Whenever it becomes necessary, because of a material change in duties, organization, or shortage of work or funds, to reduce the number of employees in any Department of the County, the notice of a layoff shall be filed with the Commissioners' office.

Upon receipt of such notice, the Appointing Authorities shall certify the names of those to be laid off, based on their seniority within their classification, but in the following order:

1. Emergency employees.
2. Seasonal employees.
3. Provisional employees.
4. Probationary employees.
5. Regular part-time employees.
6. Regular full-time employees.

The names of employees released shall be placed at the top of the reemployment list in order of their seniority within classification.

Section 22.2. Notice of Layoff. The employee shall be given at least twenty (20) calendar days advance written notice of layoff indicating the circumstances which made the layoff necessary, unless an emergency arose that would not permit twenty (20) calendar days advance notice.

Section 22.3. Bumping Rights. Employees whose job classifications are reduced shall have the right to bump another Bargaining Unit employee with less overall seniority (Section 13.1) in any equal or lower rated classification in the same department wherein they are qualified to perform the work. Employees who wish to bump a less senior employee shall give notice to the employer within five (5) calendar days of receiving their layoff notice. Qualified employees in a clerical classification series position affected by a layoff may bump a junior employee in the same series in another department.

Section 22.4. Payment of Vacation Credit and Compensatory Time. In the event an employee is laid-off, he shall receive payment for any earned but unused vacation and compensatory time no later than twenty (20) work days after the layoff.

Section 22.5. Recall Rights. All employees shall be recalled to their classification in the reverse order of their layoff. Employees who have been laid-off shall be eligible for recall for a period of twelve (12) months from the effective date of the layoff. An employee on layoff will be given ten (10) work days notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to his last known address as shown on the County's records).

Section 22.6. Time limits. Employees must notify the Employer within the ten (10) work day notice period of their acceptance or rejection of the offer of recall. Failure to notify the Employer within the established ten (10) work day period shall be deemed a rejection of the offer of recall and result in an immediate termination of seniority and employment and no further offer of employment shall be made.

ARTICLE 23
JOB POSTING

Section 23.1. When a vacancy occurs within the following Franklin County Board of Commissioners' Agencies: Animal Control, Economic Development And Planning, Fleet Management, Office on Aging, Public Facilities Management, Purchasing or a new position is created within the bargaining unit and the Employer determines to fill said vacancy or position, a written notice will be sent to the Union President who may post the notice on the Union bulletin board. Franklin County will post the notice on the County Portal and in all departments in the County and may be advertised in local or other publications, at the discretion of the Employer. The vacancy will be posted for a minimum of five (5) work days.

A non-probationary employee may apply for any posted vacancies for which he/she qualifies. Internal candidates must submit the application and a resume by the end of the posting deadline.

Section 23.2. Each posting shall indicate:

(1) Job title and brief description
(2) Unit and Supervisor
(3) Salary
(4) Minimum qualifications

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

Section 23.3. All bargaining unit applications timely filed will be reviewed by the Employer for minimum qualifications. All internal bargaining unit applicants meeting the minimum qualifications will be granted an interview solely for posted bargaining unit positions. The Employer, at its sole discretion, will determine the number of outside candidates to be interviewed.

The Employer will select the most qualified applicant for the position based upon, but not limited to, the following criteria: the interview, demonstrated skill, work experience, education, work record, attendance, disciplinary records and overall ability to perform the job responsibilities. Applicants currently working in the classification that has the vacancy, shall be given priority in

filling the vacancy. In the event that an internal and external applicant are deemed to be equal, the internal applicant shall be given priority in filling the vacancy. In the event that two or more internal applicants are determined to be equal for a given position, the applicant with the most seniority, as defined in Article 13, Seniority, shall be selected. When seniority is equal, the employee with the highest last four digits in his/her social security number will be awarded the position.

All applicants afforded an interview will be notified in writing of their selection or non-selection within five (5) work days after the approval is received from the Franklin County Board of Commissioners.

ARTICLE 24
TEMPORARY TRANSFERS

A temporary transfer shall not normally exceed twelve (12) weeks, except (1) to fill a vacancy caused by an employee being on sick or approved leave of absence, (2) to provide vacation relief scheduling, (3) or to meet an emergency. When an employee remains in the temporary position for a period in excess of ten (10) working days, on the 11th consecutive working day and thereafter, the employee shall be paid the higher of the two rates between the rate of the position in which he/she is transferred, and the rate of his/her regular position, until he/she is returned to his/her regular position. Upon working the 11th consecutive day, the appropriate wage rate will be applied retroactively to the first day worked in the higher position in the most recent consecutive sequence of working days. Positions that remain open beyond twelve (12) weeks shall be posted pursuant to Article 23, Job Posting.

ARTICLE 25
VACATION LEAVE AND CONVERSION OF ACCUMULATED UNUSED VACATION LEAVE CREDIT TO CASH

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

1. Less than one year of service:
   No Vacation

2. One year of service but less than 5 years:
   80 hours per year
   (10 working days)

3. 5 years of service but less than 10 years:
   120 hours per year
   (15 working days)

4. 10 years of service but less than 15 years:
   160 hours per year
   (20 working days)

5. 15 years of service but less than 20 years:
   180 hours per year
   (22.5 working days)

6. 20 years or more of service:
   200 hours per year
   (25 working days)

The service required in each instance need not be continuous. However, completion of a total of one (1) year of full-time service is required before eligibility for any vacation leave is established. An employee shall have his/her prior service with an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave.

Vacation is credited each biweekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year; at 4.6 hours for those entitled to 120 hours per year; at 6.2 hours for those entitled to 160 hours per year; 6.9 hours for those entitled to 180 hours per year; and at 7.7 hours for those entitled to 200 hours per year.

Under no circumstances may an employee accumulate or be paid for vacation leave in excess of the total accrual for three (3) years plus vacation accrued in the current year.

No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at the employee's current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to the employee's credit at the time of separation, and in addition shall be compensated for any unused vacation leave accrued to the employee's credit for the three (3) years immediately preceding the last anniversary date of employment. The maximum carryover on an employees' anniversary date of employment is three (3) years of vacation accrual. Employees can continue to accrue vacation for the current year without forfeiting vacation. The maximum amount of vacation accrual is three (3) years plus the current year's accrual.

All vacations shall be scheduled and approved in advance by the Department Director or his/her designee, as deemed appropriate. On or before February 1st of each year, employees will be given an opportunity to indicate on a Request for Leave Form their Vacation Leave preferences, and promptly thereafter, a written vacation schedule will be prepared by the Director with preference given to employees according to their job position seniority. Employees who subsequently change or add to their vacation requests shall be scheduled for vacation on a first come first serve basis, with the approval of management and as long as it does not disrupt the smooth and effective operation of the County. Additionally, a subsequent change or addition to a vacation request shall not displace the established vacation schedules of any other employee. Employees must give at least twenty-four (24) hours notice to the Employer prior to taking Vacation Leave. Extended vacations (five (5) working days or more) should be requested thirty (30) days in advance. If an employee wishes to cancel an approved Vacation Leave, he/she must

submit to the Payroll Officer of the Department a Request for Leave Form rescinding the Vacation Leave.

All employees hired after this Agreement goes into effect will only be able to transfer to this Employer Vacation Leave previously accrued and unused while working for the Franklin County Board of County Commissioners. The amount of accrued and unused Vacation Leave that may be transferred between Agencies of the Franklin County Board of County Commissioners is limited to fifteen (15) working days.

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

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

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

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

ARTICLE 26
HOLIDAYS

Section 26.1. All regular full-time bargaining unit employees shall be entitled to the following paid Holidays as set forth below:

New Years
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 26.2. Employees shall be compensated for said holidays during the pay period within which they were observed provided the employee is in active pay status during the week within which they were observed. For the purposes of this section, "active pay status" shall mean hours actually worked, or paid leaves.

Section 26.3. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday

shall be observed as the holiday. Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally be expected to work.

Section 26.4. Employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours work at applicable straight time. Employees who work on a designated holiday shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay in addition to eight (8) hours of holiday pay.

Section 26.5. Floating Holiday. Employees shall be entitled to one (1) floating holiday. Such holiday shall be scheduled and must receive approval in advance by the department director or his/her designee, based upon the operational needs of the department. It shall be scheduled in the same manner as vacation leave.

ARTICLE 27
EXPENSE AND REIMBURSEMENT

Expense and reimbursement will be governed by the Board of County Commissioners Employee Handbook.

ARTICLE 28
HEALTH AND SAFETY

Section 28.1. It is agreed that safety must be a concern and a responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working equipment and vehicles. Supervisory personnel shall see that the safety rules and safe working methods are followed by employees. Employees shall accept the responsibility to operate equipment and work vehicles in a safe and proper manner and to follow all safety rules and safe working methods of the Employer. All unsafe vehicles or equipment must be reported in writing to the next higher authority in charge as soon as said unsafe working conditions are known.

Section 28.2. Safety Equipment. The Employer shall provide safety equipment to employees as required by applicable safety standards and Ohio law.

Section 28.3. Safety Committee. There shall be a Joint Union Management Health and Safety Committee. The Committee shall be composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Local Union President.

The Joint Committee will perform the following functions:

1. Meet on a quarterly basis per year, or more frequently when necessary.

2. Make recommendations for the correction of unsafe or harmful working conditions and elimination of unsafe or harmful practices, solely for the purposes of consideration.

3. Promote health and safety education.

4. Receive in writing the identification of any potentially toxic substance to which bargaining unit employees are exposed together with material data sheets, if any.

5. Review applicable safety standards and County safety practices for compliance with those standards and practices.

The Committee shall keep minutes of their meetings and provide copies of the minutes to the Union.

The Employer shall pay Union members of the Committee at their regular rate of pay for all time spent on Committee business during working hours; however, the Committee members must receive prior approval from the Director before engaging in Safety Committee business. Requests to attend to Safety Committee business will not be unreasonably denied, but the Committee business may not unreasonably disrupt County business.

ARTICLE 29
P.E.O.P.L.E. CHECKOFF

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote legislative Equality (P.E.O.P.L.E.) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within thirty (30) days of the date they are deducted. Payment shall be made to AFSCME PEOPLE and transmitted to AFSCME Ohio Council 8, Columbus Region, 6800 N. High Street, Worthington, OH 43085. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share feed deducted. The Union agrees to forward a confirmatory list to the employer.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 30
RESERVED

RESERVED

ARTICLE 31
HEALTH INSURANCE BENEFITS

Section 31.1. The Union agrees to accept the County's medical benefits plan provided to other County employees during the term of this Agreement. Any changes implemented in the overall County plan will also be applied to bargaining unit employees eligible for health insurance benefits. Should any changes to the County's plan be implemented during the term of this Agreement, the Union will be given prior notice of the change and upon request by the Union, a County representative will meet with the Union and explain the changes in the plan.

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

Section 31.2. The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit at the current level. The plan will only be modified if Franklin County's life insurance plan is modified, and the Union will be given prior notice of the change and upon request by the Union, a County Representative will meet with the Union and explain the changes in the plan.

Section 31.3. Effective the first pay period following ratification by the Franklin County Commissioners, employees will pay $95 a month towards the health insurance premium to cover themselves and any child(ren) they may have. Effective the first pay period following ratification by the Franklin County Commissioners, employees who choose to cover their spouse will pay $195 a month towards the health insurance premium. This $195 is not in addition to the $95, that is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse, he/she will pay $195 to cover all of them.

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

Effective April 1, 2014, employees will pay the same amount toward the health insurance premiums as other employees under the direct auspices of the Franklin County Board of Commissioners in 2014 but not to exceed $125 per month for employees to cover themselves and any child(ren) they may have and $250 per month for employees who choose to cover their spouse.

ARTICLE 32
JOB DESCRIPTION

All bargaining unit employees shall be provided with an accurate description of their job. The Employer agrees it will review job descriptions and update or modify them as appropriate. At least five (5) working days prior to implementing the updated or modified job description, a copy of the updated or modified job description will be provided to the affected bargaining unit employee, and to the Union President.

ARTICLE 33
UNIFORMS/FOUL WEATHER GEAR

The Employer will provide or make available to employees uniforms and foul weather gear, where applicable, in accordance with their Department's current policy and rules governing uniforms, including footwear with the input of the County Risk Management Department. Foul weather gear may consist of articles such as bib overalls and jackets, rain gear, gloves and ~~boots~~ footwear.

The Employer will provide one pair of safety footwear upon initial employment for each employee who the Employer believes needs them to perform his/her job duties safely, and replaced as needed, including those employees in the following classifications: Maintenance Worker; Maintenance/Custodial; Custodial Worker; Parking Facility Attendants; Landscaper; Deputy Warden; Maintenance Worker Crew Leader; Painter; Service Technician; Press Operator; Printing Technician; Print Shop Operator; Information System Support Specialist; Mail Processor; Carpenter; Locksmith; Mechanic; Housing Inspector; Zoning Inspector; Plumber; Telephone Technician; Building Inspector; Electrician; Safety and Security Technician; Environmental Technician; and Fire Systems Technician. The Employer, at its sole discretion, will determine the type of footwear to be provided.

Employees who are provided safety footwear shall be required to wear the safety footwear and uniform designated for his or her department or trade.

The Franklin County Board of Commissioners agrees to pay for and provide employees primarily engaged in outdoor job functions with sunscreen. The Franklin County Board of Commissioners retains the right to rescind this policy at its own discretion, without consent or approval by the union.

ARTICLE 34
FLEET MANAGEMENT TOOL POLICY

The Department of Fleet Management will make specialized tools available for its employees' use if specialized tools are required to service a particular vehicle. The specialized tools, although available for the employees' use, will remain the property of the County.

The County will credit every employee in the classification of Mechanic on the first day of the calendar month Forty Five dollars ($45.00) per month applicable towards the purchase of tools as determined necessary by the employee. The tools purchased must be directly related to the performance of the job duties of the employee. Beginning January 1, 2013, the maximum balance that a Mechanic can have on account is Five Hundred Forty Dollars ($540.00).

ARTICLE 35
SEVERABILITY/LEGALITY

Section 35.1. Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by a final tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 35.2. Upon written request by either party, the parties shall meet at mutually agreeable times to modify any invalid provisions through good faith negotiations.

ARTICLE 36
WAGES

Section 36.1. Each bargaining unit employee will receive a one and one half percent (1.5%) increase, retroactive to the first pay period that includes January 1, 2012. Upon ratification, employees will receive a one-time ratification signing bonus, to be paid prior to January 1, 2013, which will not be applied to employees' base wages, in the amount of $100.00

Effective January 1, 2013, each bargaining unit employee will receive a one and one half percent (1.5%) increase.

Effective January 1, 2014, each bargaining unit employee will receive a two percent (2%) increase.

In addition to and after the application of the base wage increase, the Archer Study will be implemented over the next two years, such that all base wages will be at the minimum of the Archer Study base wage range level by the end of 2013. This means that the Archer Study will be 80% implemented by the end of 2012 and 100% by the end of 2013.

In addition to the percentage increases and the adjustment to the base wages range identified above, each bargaining unit employee who has completed a minimum of five (5) years up to ten (10) years of service with the County, shall receive service credit lump sum pay of $175. Each bargaining unit employee who has completed ten (10) years or more of service with the County shall receive service credit lump sum pay of $325. Years of service shall be determined annually as of November 1 for the current year. The service credit pay will not be applied to the base wage rate of the employee. The service credit lump sum pay shall be paid out on the first pay day in December.

Wage increase to the base wage rate will be implemented even if it exceeds the maximum caps of the pay range for that job classification during the term of the Agreement. The minimum and maximum pay ranges for each pay grade listed for each bargaining unit member classification is in Appendix 4.

Section 36.2. Any employee promoted after the ratification of this Agreement 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.

Section 36.3. New employees will serve a one hundred and twenty (120) day probationary period and will receive a probationary evaluation after being employed for sixty (60) 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.

ARTICLE 37
SHIFT DIFFERENTIAL

A differential in pay of fifty-five cents ($0.55) per hour over the regular hourly rate shall be paid to all employees who are scheduled for second shift for all hours the employee is in active paid status, except sick leave.

A differential in pay of sixty cents ($0.60) per hour over the regular hourly rate shall be paid to all employees who are scheduled for third shift for all hours the employee is in active paid status, except sick leave.

ARTICLE 38
INJURY LEAVE PAY

The Parties recognize that there may be some situations where an employee sustains a work related injury that causes the employee to be absent from work and the Ohio Workers' Compensation System does not provide wage replacement benefits. Depending on the situation there could be as much as seven work days for which temporary total disability compensation is not paid pursuant to the Ohio Workers' Compensation System. This article is solely designed to address that seven day gap. Should the Ohio Legislature or the Ohio Bureau of Workers' Compensation or the Ohio Industrial Commission modify Ohio Workers' Compensation Legislation or Administrative Rules during the term of this Agreement to provide compensation inclusive of the seven day gap, the Parties agree that this Article shall become void upon the effective date of the Legislation or Administrative Rule.

When a bargaining unit employee sustains a work related injury or occupational disease and is unable to perform the essential functions of his/her job because of the work related injury, the employee may be eligible to receive up to a maximum of seven days of injury pay to cover full or partial days the employee is off work and is not otherwise provided compensation under the

Ohio Workers' Compensation System. The County will provide injury pay to eligible employees at the employee's base hourly rate of pay.

To be eligible for injury pay the employee must have a workers' compensation claim that has been certified by the Employer or allowed pursuant to a final administrative order issued by the Ohio Bureau of Workers' Compensation, the Ohio Industrial Commission of Ohio or a court order. Secondly, the employee must complete the Accident Report Form for Injured Employees (ARFIE) within 48 hours following the injury or first disability date for an occupational disease unless the employee is physically incapable of reporting. The employee shall not receive injury pay for any days if the injured employee refuses to return either to modified duty or transitional duty under any temporary restrictions given by the physician of record and the County states it will accommodate the injured employee under these same temporary restrictions.

ARTICLE 39
BEREAVEMENT LEAVE

All full-time employees are provided three (3) days of paid leave upon the death of an immediate family member.

For purposes of bereavement leave immediate family members are mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother- or father-in-law, sister- or brother-in-law, son- or daughter-in-law, legal guardian or other person who stands in the place of a parent.

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

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

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

ARTICLE 40
DURATION OF AGREEMENT

Section 40.1. This Agreement shall be effective upon approval by the Franklin County Board of Commissioners and shall remain in full force and effect until 11:59 p.m., December 31, 2014.

If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. Without mutual signed agreement by the parties to extend the terms of the Agreement, the Agreement will terminate at 11:59 p.m., December 31, 2014.

FRANKLIN COUNTY

William J. Flaherty, 11/21/12
Deputy County Administrator — Date

Robert J. Young, 11/21/12
Director Human Resources — Date

James A. Goodenow, 11.21.2012
Director PFM — Date

Charlotte R. Ashcraft, 11/26/12
Director Fleet Management — Date

Robert D. Weisman, 11/20/2012
Chief Negotiator — Date

J. David Campbell, Negotiator 11/20/12
Date

AFSCME OHIO COUNCIL 8,
AFL-CIO, Local 2049

Rick Erbe, 11-20-12
Local President — Date

Stephen M. Roberts,
Ohio Council 8 — Date

Date

Date

Date

Date

FRANKLIN COUNTY COMMISSIONERS

Paula Brooks, President Date
Commissioner

Marilyn Brown, Commissioner Date

John O'Grady, Commissioner Date

Approved as to form:

11/21/12

Denise L. DePalma, Date
Assistant Prosecuting Attorney, Civil
Division

APPENDIX 1

INCLUDED:

All employees of the Franklin County, Ohio Board of Commissioners, including the Commissioner's Office, Fleet Management, Purchasing Department, Department of Animal Control, Department of Development, Public Facilities Management, and Office on Aging.

EXCLUDED:

All management level employees, professional employees, guards, and supervisors as defined in the Act, confidential employees, all employees of the Department of Jobs and Family Services, the Child Support Enforcement Agency, the Sanitary Engineering Department, the Human Resources Department, and the following excluded classifications:

Franklin County Commissioners:

Board of County Commissioners
Senior Administrative Assistants to Board of County Commissioners and County Administrator (four employees, confidential)
Administrative Assistant to Deputy County Administrator
County Administrator
Clerk to the Board
Deputy County Administrator
Director of OMB
Director, Risk Management
Director, Communications
Director, Health Benefits
Board of Revision Representative
Public Affairs Officer
Benefits Administrator
Benefit Analyst
Student Intern
Communications Specialist
Communications Assistant
Senior Performance Analyst I
Assistant Director of OMB
Senior Performance Analyst II
Administrative Assistant to Director of OMB (one employee, confidential)
Senior Program Coordinator
Fiscal Officer
Justice Program Evaluator
Justice Program Administrator
Director, Community and Economic Development
Grants Coordinator
Chief Information Officer

Systems Administrator
Managing For Results (MFR) Administrator

Fleet Management:

Director, Fleet Management
Fleet supervisor
Student Intern

Office on Aging:

Director, Office on Aging
Program Manager
Manager, Finance and Operations
Special Project Coordinator
Clerical Supervisor
Case Manager Supervisor
Case Manager
Quality Improvement Manager
Home Repair Manager
Grants Administrator
Manager, Communications/Training
Quality Improvement Coordinator
Manager, Consumer Directed Care
MIS Administrator
Student Intern

Purchasing Department:

Director, Purchasing
Printshop Supervisor
Small and Emerging Business Coordinator\Mailroom Supervisor
Purchasing Supervisor
Student Intern

Animal Control:

Director, Animal Control
Assistant Director, Animal Control
Clerical Supervisor
Veterinary Technician
Field Supervisor
Student Intern
Lead Veterinary Technician
Business Service Officer
Community Relations Manager

Department of Development:

Director, Development
Assistant Director, Development
Electrical and HVAC Inspector (one person, independent contractor)
Student Intern
GIS Manager
Planner

Public Facilities Management:

Director, Public Facilities
Assistant Director, Public Facilities
Operations Manager
Support Service Manager
Project Manager
Assistant Project Manager
Manager, Planning
Maintenance Supervisor
Engineering Supervisor
Electrical Supervisor
Construction Supervisor
Office Manager
Fiscal Officer
Parking Facility Supervisor
Housekeeping Supervisor
Telecommunication Foreman
Landscape Foreman
Maintenance Foreman
800 MHTz Administrator
East Complex Foreman
Engineering Foreman
Corrections Foreman
Electrical Foreman
Electronic Foreman
Paint Foreman
Carpenter Foreman
Community Service Officer (Security)
Community Service Officer Part-time (Security)
Community Service Program Foreman
Control Room Operator
Student Intern
Personnel Clerk (one employee, confidential)
Court Security Officer
Security Foreman

Construction Manager
Facilities Management Information Systems Coordinator
Housekeeping Foreman
Security Supervisor
Control Room Foreman
Corrections Coordinator
Inventory/Move Coordinator
Police Officer
Security/Safety Trainer
Safety/Bureau of Workers' Compensation Administrator

APPENDIX 2

TO: Human Resources Administrator

With this form, I am hereby withdrawing from Union membership of Local 2049 under the terms of Article 3 – Check Off.

_____ _____

Print Name Date

_____

Signature

APPENDIX 3

FRANKLIN COUNTY – AFSCME BARGAINING UNIT
EMPLOYEE PERFORMANCE REVIEW

Purpose

Performance Review utilized to:

- Work toward attainment of department mission, goals and objectives
- Inform the employee of strengths, weaknesses and progress
- Improve performance and productivity
- Strengthen work relationships and improve communication
- Develop employee skills
- Recognize accomplishments and good work
- Be used as a tool for pay for performance system

Timeliness

Reviews will be conducted annually and must be completed no later than February 1, 2002.

Rater Instructions

A. Schedule the Performance Review Conference at least two days in advance.

B. Allow the employee the opportunity to provide the rater with a self-evaluation of his/her performance.

C. Review the Position Description and the last Performance Review Form.
Also consider the following:

- Work product files
- Written observations of job performance
- Significant job-related incidents
- Job-related observations of other appropriate supervisors or managers who work closely with the employee
- Goals and objectives as they relate to the employee's responsibilities

D. Hold the Performance Review Conference:

- Provide strict privacy; encourage employee input in discussion of performance
- Review each performance dimension
    - Recognize good work
    - Make suggestions as needed for improving performance
    - Ask if there are any areas where help is needed to improve performance
    - Discuss individual and work unit expectations for the next rating period

E. Complete the Performance Review Forms before the employee leaves the conference.
- Circle a number from 1 to 10 for each appropriate rating
- Provide written rater comments for each performance dimension
- Complete the Performance Action Plan for the next rating period
    - Completion of the action plan for all dimensions is critical to establish individual personal expectations

F. Employees may appeal their particular evaluation to the next level of supervision over the individual giving the appraisal.

Rating Scale Definitions

1. For the purposes of the Performance Wage Adjustment, in 2002, a total rating of 70% or above will equate to a 2% pay for performance increase; and a score of 69% or less will exclude the employee from receiving a pay for performance increase.

2. Attendance scoring should be consistent throughout all agencies whose employees are in the bargaining unit. Therefore, the following scoring table is provided. Leave taken under the Family Medical Leave Act will not be considered in calculating an employee's score.*

Score	Hours Used Annually	Score	Hours Used Annually
10	0 to 5.75/hrs of sick leave	5	30 to 35.75/hrs of sick leave
9	6 to 11.75/hrs of sick leave	4	36 to 41.75/hrs of sick leave
8	12 to 17.75/hrs of sick leave	3	42 to 47.75/hrs of sick leave
7	18 to 23.75/hrs of sick leave	2	48 to 53.75/hrs of sick leave
6	24 to 29.75/hrs of sick leave	1	54 + hours of sick leave

*Excessive tardiness can also effect this performance rating.

APPENDIX 4

AFSCME Salary Grades							
Salary Grade	Minimum				Maximum		
	2012	2013	2014		2012	2013	2014
1	$11.15	$11.15	$11.15		$12.61	$12.61	$12.61
2	$11.25	$11.27	$11.27		$13.53	$13.53	$13.53
3	$11.86	$12.04	$12.04		$14.44	$14.44	$14.44
4	$12.47	$12.80	$12.80		$15.36	$15.36	$15.36
5	$13.08	$13.56	$13.56		$16.27	$16.27	$16.27
6	$13.88	$14.32	$14.32		$17.19	$17.19	$17.19
7	$14.36	$15.09	$15.09		$18.10	$18.10	$18.10
8	$15.38	$15.85	$15.85		$19.02	$19.02	$19.02
9	$15.85	$16.61	$16.61		$19.93	$19.93	$19.93
10	$16.59	$17.37	$17.37		$20.85	$20.85	$20.85
11	$17.62	$18.14	$18.14		$21.76	$21.76	$21.76
12	$18.97	$18.90	$18.90		$22.68	$22.68	$22.68
13	$19.00	$20.04	$20.04		$24.05	$24.05	$24.05

Salary Grade	Title
1	Custodial Worker
	Dock Worker
	Printing Technician
2	Client Data Technician
	Information Specialist
	Mail Processor
	Radio Dispatcher
3	Building Permit Clerk
	Clerical Specialist (Office Clerk)
	Clerk Typist
	Home Repair Assistant
	Housing Data Technician
	Parking Attendant/ Security Assistant
	Parking Facility Attendant
	Purchasing Assistant
	Receptionist
	Support Service Clerk
	Telephone Operator
4	Benefits Clerk
	Kennel Attendant
5	Administrative Secretary 1
	Landscaper
	Maintenance Worker
	Veterinary Assistant
6	Fiscal Support Analyst
	Painter
	Press Operator
	Social Work Assistant
7	Deputy Dog Warden
	Home Repair Inspector
	Maintenance Worker Crew Leader
	Paint Crew Leader
	Service Technician
	Telecommunication Technician
8	Animal Adoption Assistant
	Fire Systems Technician
	Locksmith
9	Administrative Assistant 1
	Carpenter
	Communications Assistant
	Electrician
	Mechanic
	Plumber
	Safety/Security Technician
10	Carpenter Crew Leader
	Environmental Technician
	Foster/Rescue Coordinator
	Planning Project Coordinator
	Zoning Enforcement Officer
11	IT Support Analyst
	Volunteer Coordinator
12	Building Inspector
	Sr. Purchasing Coordinator
13	Building Plans Examiner
	Sr. IT Analyst