

CONTRACT

between

The Franklin County Department of Job and Family Services

and

Ohio Civil Services Employees Association

LOCAL 11

AFSCME AFL-CIO

January 1, 2026 through December 31, 2028

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1. AGREEMENT

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

2. STATEMENT OF PURPOSE

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

3. RECOGNITION

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

Included:

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

Excluded:

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

4. NON-DISCRIMINATION - CIVIL RIGHTS

Both the Employer and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments not to unlawfully discriminate against employees premised upon race (including traits that are historically associated with race), color, religion, national origin, age, sex, sexual orientation, transgender status, gender identity or expression, pregnancy (including childbirth, lactation, and related medical conditions) veteran or military status, legally recognized disability (physical, mental, intellectual, or learning), genetic information (including testing and characteristics), marital or civil union status, union membership or activity, or any other status protected by applicable federal, state, or local law.

5. UNION MEMBERSHIP AND ACTIVITIES

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

6. SEXUAL HARASSMENT

6.01 - Sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where either (a) submission to such conduct is made an explicit or implicit term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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

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

7. MANAGEMENT RIGHTS

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

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

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

8. NO STRIKE, NO LOCKOUT

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

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

8.03 - The Employer and Union agree that the Grievance Procedure of this Contract is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 8.02 of this Article.

8.04 - The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 8.02 of this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including, but not limited to, promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

9. SUBCONTRACTING

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

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

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

10. WORK RULES

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

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

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

10.04 - It is the Employer's intention that work rules, policies and directives will be interpreted and applied uniformly to all employees under similar circumstances. However, the reasonableness or uniformity of the application may be challenged through the Grievance Procedure where applicable under the terms of this Contract.

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

11. PROBATIONARY EMPLOYEES

11.01 - A probationary employee is defined as an employee who has been employed for less than one hundred eighty (180) calendar days since their most recent date of hire. During the probationary period, the Department has the exclusive right to take any personnel action against the probationary employee, including, but not limited to, layoff, discharge, transfer, assignment of work and duties, and such actions shall not be subject to Articles 36 and 37, Grievance Procedure and Arbitration of this Contract nor appealable to the State Personnel Board of Review (SPBR). A probationary employee will receive medical benefits commencing no later than the first of the month following their date of hire, to continue thereafter unless and until the employee is no longer retained during the probationary period; the employee's employment is subsequently terminated; the employee resigns or otherwise no longer retains their seniority in conformity with the terms of this Contract; the employee is laid off for a period in excess of thirty (30) days; or said benefits are otherwise terminated pursuant to the terms of the Medical Benefits Policy. In the event that the probationary employee is retained after the expiration of their probationary period, their seniority shall date back to the most recent date of hire. Subject to Federal law on military leave, time spent on leave of absence or in a non-paid status is not counted as part of the probationary period. Additionally, any employee leave of at least fourteen (14) calendar days is not counted as part of the probationary period. The probationary period will be extended accordingly. Any employee successfully completing their probationary period shall be considered a certified, permanent employee for all purposes.

11.02 - The Employer will ensure that all newly promoted, laterally reclassified, or newly hired employees will receive adequate training during their probationary period. Newly promoted employees or employees who have taken a lateral reclassification into a case manager classification, will have one hundred eighty (180) days probation. All other newly promoted or laterally reclassified employees will have one hundred twenty (120) days probation. During a promotional or laterally reclassified probationary period the Employer maintains the right at its discretion to place the employee back in the classification that the employee held previously if the employee fails to perform the job requirements of the new position to the Employer's satisfaction. Employees placed back in the classification they held previously will be paid according to their previous rate plus any increases to which they would have been entitled to in the previous classification.

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

12. CLASSIFICATION

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

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

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

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

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

12.05 - Job Audits. Employees, who believe they have been assigned job duties outside of their current classification grade level, may request a job audit. An employee may request no more than one job audit during the term of this agreement. Employees shall complete a Job Audit Form agreed upon by the Employer and the Union. A copy of the Job Audit Form is attached to the agreement as Appendix E. The employee shall complete their portion of the attached form and then provide the form to their supervisor. Once the supervisor is provided a complete Job Audit Form, they will have thirty (30) days to complete their portion and return it to Human Resources. After receiving the completed form, Human Resources has forty-five (45) days to issue a decision. If the job audit finds the employee has been assigned job duties outside of their current classification grade level the following outcomes could occur:

- A. Immediate discontinuance of the inappropriate duties being performed; employee is to be compensated for the difference between the two classifications for the period in which duties were performed.
- B. The employee could be reclassified to a higher pay grade. The employee's rate of pay shall be adjusted to the minimum of the new grade or adjusted to increase the current rate by at least four percent, whichever results in the greater increase.
- C. The employee could be reclassified to a lower pay grade.

Grievances filed pursuant to this article shall be submitted at Level 2 of the grievance procedure. The Union shall be notified of the outcome of the job audit at the same time as the requesting employee.

13. RETIREMENT

As per O.R.C. 145.32.

14. SENIORITY FOR PURPOSES OF PROMOTIONS AND TRANSFERS

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

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

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

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

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

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

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

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

15. LAYOFF

15.01 - When the Agency determines that a layoff is necessary, because of a reorganization for the efficient operation of the Agency, for reasons of economy or for lack of work or funds, the Agency shall notify the Union of the classifications and number of employees affected and provide the Union a succinct written rationale. The Agency shall also meet with the Union to explain the reason for the layoff. The Union will have ten (10) days to respond. The Union's comments and proposals for avoiding the layoff will be considered before a final decision is made.

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

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

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

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

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

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

Employees on a recall list may apply to posted vacancies as if they were a regular full or part-time employee of the Agency. If the employee obtains employment in a new position, they shall be retained on the recall list until the twelve (12) month limitation expires.

15.06 - No employee shall bump or be recalled into a position for which they do not meet the minimum qualifications as stated on the position description.

16. CORRECTIVE ACTION AND PERSONNEL FILES

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

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

16.03 - In an attempt to avoid the need for the issuance of discipline, the Employer may conduct a meeting with an employee to discuss expected conduct. The employee shall have union representation at such meeting if requested.

If issuing a verbal or written reprimand, the Employer will meet with an employee to advise of the reprimand. If the Employer is recommending the issuance of a suspension or removal, the Employer will meet with an employee to advise of the recommended discipline. The employee shall have union representation at these disciplinary meetings unless refused by the employee.

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

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

- A. No suspension or removal will be taken prior to a pre-disciplinary hearing before the Human Resources Department or its designee (a neutral and detached hearing officer), and final approval from the Board of Commissioners or its designee.

- B. At least ninety-six (96) hours prior to the pre-disciplinary hearing referred to above, management must serve the employee with written notice of the charges against them.
- C. The employee will have the right to the assistance of a Union representative of their choice at the hearing, to be heard in opposition to the charges against them, and to present witnesses. The Agency and the Union agree that for all matters relative to this Article or this Contract, the Union or its designee shall be the exclusive representative of bargaining unit members.
- D. In all actions, the Employer will provide to the employee or Union, ninety-six (96) hours prior to a meeting, the evidence it presently has and is relying upon in support of its proposed disciplinary action, dismissal or demotion.
- E. The Human Resources Department or its designee will issue a hearing decision to the Board of Franklin County Commissioners within fifteen (15) working days, excluding Saturdays, Sundays, and recognized Holidays, of the close of the hearing record. The final decision on any suspension or removal shall be made by the Board of Franklin County Commissioners or its designee.
- F. Any letter imposing discipline shall clearly state the charges as approved by the Franklin County Board of Commissioners or its designee.

16.05 - The Human Resources Director or their designee will provide the disciplinary letter to the employee and the Union President or their designee notifying them of a disciplinary action through email within five (5) working days of the time the discipline is approved by the Franklin County Board of Commissioners.

16.06 - If the employee is absent from work or cannot be located, the disciplinary letter from the Human Resources Director or their designee notifying them of a disciplinary action will be sent to the employee's last known address and email within five (5) working days of the date discipline is approved by the Franklin County Board of Commissioners or its designee.

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

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

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

16.09 - In the event an employee who has received a suspension of three (3) days or less and has no intervening violations for a period of two (2) consecutive years the suspension of three (3) days or less will not be cited in support of further corrective action nor used adversely in the consideration of the employee for promotion or evaluation.

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

16.10- An employee who receives a suspension for any reason may request to serve their suspension by reporting to work if agreed to by the Union and the Employer. The employee shall make their request to serve a working suspension known by executing the Request to Serve a Disciplinary Working Suspension form. The employee must obtain a Union representative's signature of approval on the form prior to submitting it to the Center Director or Deputy Director under which the employee works. The form shall be submitted to the Center Director or Deputy Director no later than five (5) working days of the date the disciplinary letter is issued. Additionally, if the disciplinary letter is a result of employee attendance, the Employer may require the suspension be a working suspension.

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

16.11 - The Employer agrees that the principle of progressive corrective action will be followed with respect to minor offenses. Ordinarily, an oral warning and written reprimand will precede any suspension for minor offenses, and one (1) or more suspensions will precede dismissal for minor offenses. Copies of all warnings, reprimands and notices of suspension or dismissal will be given to the Union President and their designee. The Union President or designee will be given at least two (2) hours' notice prior to meetings where a disciplinary issuance or recommendation will be served upon an employee.

16.12 - An employee shall have the right to inspect their personnel record upon reasonable prior notification being given to the Human Resources Department. The employee may compile, date and insert in said record a list of the documents they find therein.

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

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

17. VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS

17.01 - Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of seven (7) working days, internally, to allow for

promotion, transfer or voluntary demotion application requests. Internal posting dates will be identified as "Internal Applicants Only."

Management will ensure that internal postings are up in all facilities and on the Human Resources website on the day of posting and that applications are readily available throughout the posting period. A posting will not be withdrawn to avoid making a selection from the applicants. If a posting is withdrawn, the Union and all applicants will be advised in writing of the specific reason for the withdrawal. If the same position is reposted, the internal applicants who originally applied will be considered applicants in the reposting so long as less than six (6) months has elapsed since the original posting.

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

- A. The posting deadlines;
- B. The classification title of the vacant position;
- C. The minimum rate of the vacant position;
- D. The Division, work unit and geographic location of the job (transfers only);
- E. The experience, training and/or educational requirements as specified in the Position Description for the vacant position;
- F. Job duties description.

Interested full-time and regular part-time permanent employees may apply and be considered for the posted vacant position by filing an application with the Human Resources Office during the specified posting period. Once a vacant position has been posted, the vacant position shall be filled pursuant to this Article as soon as is practicable under the circumstances.

17.02 - The Employer will consider all internal applications filed by the posting deadline. An employee may consult with his/her supervisor to schedule a mutually agreeable time to make such application.

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

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

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

17.04 - An employee who is eligible for reinstatement may be reinstated within a six (6) month period to any vacant position within their classification without the position being subject to posting. Any employee who was serving an original or promotional probationary period at the time of separation shall complete the probationary period.

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

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

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

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

17.09 - Transfers

- A. The Agency retains the right to initiate transfers or changes of assignment without changing any employee's classification. Such transfers or changes of assignment will be presented to employees on a voluntary basis whenever possible. The Agency will endeavor to provide employees at least fourteen (14) days prior notice of such transfers or changes of assignment, whenever possible.
- B. Any employee who wishes to transfer to another position in the same classification shall submit an application prior to the internal posting deadline. A vacancy that is created by a transfer can be filled from external applications.
- C. Consideration for a transfer on a vacancy may include attendance, performance, discipline and personal interview with the supervisor of the vacant position.
- D. When two (2) or more employees are considered best to meet the requirements for the vacancy, the most senior employee will be given the first opportunity to transfer.

17.10 - Demotions

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

Employees demoted during a promotion probationary period will be paid the rate of pay of their prior position had they not been promoted. Employees demoted with less than four (4) years of Agency Service will be paid the minimum of the new pay grade. Employees demoted with more than four (4) years but less than ten (10) years of Agency Service will be paid seven (7%) percent above the minimum of the new pay grade. Employees demoted with ten (10) or more years of Agency Service will be paid fifteen (15%) percent above the minimum of the new pay grade. Any demotion rate must have a minimum of a 4% decrease in pay.

17.11 - The parties agree that when a vacancy exists, the Agency shall first consider internal applicants

17.12 - Background Checks

Background checks ensure the Agency does not employ any individual who is barred from county, state or federally funded employment because of the conviction of certain crimes. Recommended candidates, employees, and current and prospective intermittent employees, who will have or have access to federal tax information (FTI) are required to have an FBI and BCI fingerprint background check conducted by BCI and the FBI with IRS Publication 1075 that is favorably adjudicated in accordance with the Franklin County Background Check Policy. This must occur before they are afforded access to FTI, and then every five (5) years thereafter if remaining in a position that has access to FTI.

Employees have the duty to notify the Human Resources Director or their designee, of any misdemeanor or felony conviction that occurs any time after employment with the Agency commences. This notification requirement includes convictions for offenses that occur between periods of seasonal/intermittent employment. The Human Resources Director or their designee may undertake an individualized analysis of the offense and its impact upon continued employment with the Agency. Failure to notify the Human Resources Director or their designee within 24 hours or by the next workday of conviction may result in disciplinary action, including possible termination of employment. Nothing in this section changes the requirements set forth in the Employee Handbook BOC-21.02 about reporting other changes of employee information.

18. TEMPORARY ASSIGNMENTS

An employee temporarily assigned to a position classification in an equal or lower pay grade than their permanent classification shall be paid their proper permanent classification rate. If the employee is temporarily assigned by the Human Resources Department to a position classification having a higher pay grade than their permanent position classification, the employee shall be paid as if they had received a promotion into such higher pay grade. All temporary working level assignments shall not exceed one hundred twenty (120) days unless mutually agreed to by the parties.

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

Bargaining unit employees may be temporarily assigned to positions which are not covered by this Agreement. Such employees will be considered members of the bargaining unit, and shall not represent either the Employer or the Union in Labor/Management issues or the administration of this Agreement while holding the temporary position. As members of the bargaining unit they continue to pay dues and receive the negotiated benefits just like other bargaining unit members.

19. NORMAL WORK WEEK HOURS

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

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

20. FLEXTIME

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

Flexible and alternative work schedules and arrangements can include:

- Flex time - varied starting and ending times on the normal eight-hour day.
- Alternative work schedules - fixed variations on starting and ending times on the normal eight-hour day.
- Compressed work weeks - completing the standard 40-hour work week in fewer days per week.
- Reduced hours - part-time work or job sharing.
- Telecommuting/teleworking - working from home or an alternative worksite for a portion of the workweek. Additional details and processes regarding this program can be found in the Franklin County Employee Handbook Teleworking policy. Changes to the current policy will be made only after a review and recommendation from the joint labor management committee.

Recommendations from the joint labor management committee are not binding, but such recommendations will be seriously considered.

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

The flexible and alternative schedules and work arrangements authorized by this Article are not available to an employee in a probationary period (either initial or promotional), with an active disciplinary action in their record, or whose work performance does not meet supervisory expectations after a conference with the employee about performance concerns.

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

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

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

21. MISCELLANEOUS

21.01 - Uniforms

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

21.02 - Inclement Weather Policy

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

The Board of Franklin County Commissioners recognizes that on certain days it may be difficult for employees to travel to/from work due to excessive snow, ice or inclement weather. Departments shall allow employees who have difficulty working scheduled hours due to the weather emergency, the option of using vacation leave, personal leave, compensatory time, or leave without pay for hours not worked. Upon employee request and Agency approval, an employee may use telecommuting/teleworking in the event of excessive snow, ice, or inclement weather. Agencies/Departments may also allow employees to alter work schedules to make up the time. All alterations of work schedules, make-up time and leave without pay shall be at the discretion of the Agency/Department head based upon the operational needs of the Agency/Department.

For guidance on the policy, missed time in excess of four (4) hours, should NORMALLY be taken as vacation or earned compensatory time. Time less than four (4) hours could be made up by altering work

schedules. Department head shall determine the schedule with the employee, considering the interest of both the Department and employee. All time must be productive.

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

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

If an Extreme Weather Closure is implemented and employees are either sent home or told to stay at home, affected employees will be compensated based upon their normal scheduled hours of work (w/o overtime). Essential employees, as designated by the Agency/Department head, will be required to report to work and shall receive compensatory time equal to that provided to non-essential personnel in addition to hours worked.

In the event of other unforeseen emergencies affecting residents of Franklin County only, the County Administrator may declare an Emergency Closure status for all or individual agencies of the Board of Commissioners. The extent of this action will depend on the type of emergency or condition at the time. In those situations, the process described above will be utilized.

If a Level 3 weather emergency is declared in the County within which an employee resides or regularly travels through to report to work, the employee may select to use vacation leave, personal leave, compensatory time, or leave without pay for any hours they do not work because of the Level 3 weather emergency. Alternatively, upon employee request and Agency approval, an employee may use telecommuting/teleworking. If the Level 3 weather emergency is subsequently removed some time during the employee's regularly scheduled work hours, that employee shall not be required to return to work. They shall continue to telework or be considered to be using their selected form of leave for the remainder of their scheduled work hours for that day.

21.03 - Printing of Agreement

The Employer will ensure the electronic copy of the labor agreement is available to each present and future bargaining unit member within sixty (60) days of final approval of the labor agreement. The Employer and Union will share equally in the cost of printing and publishing this Agreement. A limited number of copies will be printed upon request.

21.04 - Mileage

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

21.05 - Bulletin Boards

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

22. WAGES

22.01 - Effective with the pay period which includes January 1, 2026, each bargaining unit employee will receive a three (3%) percent increase or \$0.75 an hour, whichever is greater. Effective with the pay period which includes January 1, 2027, each bargaining unit employee will receive a three (3%) percent increase or \$0.75 an hour, whichever is greater. Effective with the pay period which includes January 1, 2028, each bargaining unit employee will receive a two and a half (2.5%) percent increase.

22.02 - Tenure Adjustments

In order to address compression concerns within the bargaining unit, effective with the pay period which includes January 1, 2028 and after application of the wage increases referenced in Section 22.01, all employees will receive the following increases:

Years of Service as of 1/1/2028	\$ per hour
Less than 1 year	\$0.00
1 year < 5 years	\$0.25
5 years < 10 years	\$0.50
10 years < 15 years	\$0.75
15 years < 20 years	\$1.00
20 or more years	\$1.25

Only those employees who are employed by FCDJFS on January 1, 2028 will be entitled to a tenure adjustment.

22.03 - Lump Sum Longevity Payments

Each bargaining unit employee who has completed a minimum of five (5) years and up to ten (10) years of service with FCDJFS shall receive an annual service credit lump sum payment of \$300. Each bargaining unit employee who has completed ten (10) years and up to fifteen (15) years of service with FCDJFS shall receive an annual service credit lump sum payment of \$350. Each bargaining unit employee who has completed fifteen (15) years and up to twenty (20) years of service with FCDJFS shall receive an annual service credit lump sum payment of \$400. Each bargaining unit employee who has completed twenty (20) years or more of service with FCDJFS shall receive an annual service credit lump sum payment of \$450. Years of service will be determined annually as of November 1 for the current year. The service credit lump

sum payment will not be applied to the employee's base wage rate of pay. The service credit lump sum payment will be paid out on the first pay day in December ("Payment Date"). Only those eligible employees who are employed by FCDJFS on the Payment Date will receive a service credit lump sum payment.

22.04 – Effective with the pay period which includes January 1, 2026, the following changes to the pay grade minimums will occur as a result of increasing the minimum wage to \$19.25 an hour:

Grade 1: \$19.25 an hour	Grade 10: \$23.56 an hour
Grade 2: \$19.35 an hour	Grade 11: \$24.33 an hour
Grade 3: \$19.50 an hour	Grade 12: \$25.09 an hour
Grade 4: \$19.65 an hour	Grade 13: \$26.23 an hour
Grade 5: \$19.75 an hour	Grade 14: \$27.76 an hour
Grade 8: \$22.04 an hour	

Individual current employees who are below the new minimum rate upon the effective date and after application of the annual increases set forth in Section 22.01 shall be increased to the minimum rate for their pay grade.

Effective with the pay period which includes January 1, 2027, the following changes to the pay grade minimums will occur as a result of increasing the minimum wage to \$20.00 an hour:

Grade 1: \$20.00 an hour	Grade 10: \$24.31 an hour
Grade 2: \$20.10 an hour	Grade 11: \$25.08 an hour
Grade 3: \$20.25 an hour	Grade 12: \$25.84 an hour
Grade 4: \$20.40 an hour	Grade 13: \$26.98 an hour
Grade 5: \$20.50 an hour	Grade 14: \$28.51 an hour
Grade 8: \$22.79 an hour	

Individual current employees who are below the new minimum rate upon the effective date and after application of the annual increases set forth in Section 22.01 shall be increased to the minimum rate for their pay grade.

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

23. OVERTIME

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

their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week. An employee must receive approval from his/her authorized administrative authority prior to working overtime hours.

23.02 - An employee who signs up for overtime will be required to work the full number of hours that they signed up for. An employee who agrees to work overtime and then fails to report for said overtime may be ineligible for any overtime for the next 90 days following the incident, unless extenuating circumstances arose which prevented them from reporting or completing work. Work, other than that originally planned, may be assigned during the overtime period. If during scheduled weekend or holiday overtime, a situation occurs which requires that overtime be canceled, the employee who is telecommuting/teleworking at the time overtime is canceled will be paid for the full number of hours that they were scheduled to work, up to a maximum of two (2) hours. If during scheduled weekend or holiday overtime, a situation occurs which requires that overtime be canceled, the employee who is working on-site at the time overtime is canceled will be paid for the full number of hours that they were scheduled to work, up to a maximum of four (4) hours. If during a scheduled weekday overtime, the overtime is cancelled, the employee shall be paid for the number of hours worked by the end of the week.

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

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

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

23.04 -

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

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

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

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

24. COMPENSATORY TIME

An employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours actually worked more than forty (40) hours in a work week where the overtime has been previously approved. Except that for voluntary overtime on special programs involving state/federal funds, the employer retains the right to pay time in cash rather than compensatory time. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be eighty (80) hours. When an employee has accrued the maximum hours of compensatory time, the employee shall be paid for all overtime work in excess of the maximum accrual. Compensatory time must be used within one hundred fifty (150) days from when it was earned. Compensatory time not used within one hundred fifty (150) days shall be paid to the employee at the employee's current regular rate of pay. An employee must obtain prior approval before using compensatory time off. Such approval will not be unreasonably withheld by the Agency. All requests to use compensatory time must be in writing.

25. VACATION

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

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

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

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

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

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement. Requesting leave in the same pay period as it is earned could result in unauthorized leave without pay.

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

All requests for vacation leave must be submitted electronically for approval or denial via the agency's payroll system. If an employee wishes to cancel an approved vacation leave, they must electronically rescind the vacation leave.

Upon separation from service (including Retirement), an employee shall be entitled to payment at their current rate of pay, for all accrued and unused vacation leave. When separation from service is in the form of a transfer to another public agency, the employee may elect to convert their unused vacation leave balance to cash or have the unused balance transferred, if allowed by the receiving employer.

In case of death of an employee, such unused vacation leave shall be paid in accordance with Chapter 2113 of the Ohio Revised Code, or to their estate.

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

26. HOLIDAY POLICY

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

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

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

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

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

shall receive, in addition to their regular hours pay, eight (8) hours straight time pay at their regular rate for holidays observed on their day off regardless of the day of the week on which they were observed.

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

26.06 - Employees shall be permitted to observe their birthday as a personal day. Advance notice of a minimum of two weeks of a birthday should be given by the employee to their supervisor. If the birthday falls on a holiday or a day in which the Employee is normally in non-work status, or if the Employee is unable to take the day off because of the operational needs of the Department, an employee may take a day off other than their birthday, within the same calendar year. Employees may request to take their birthday as a personal day on a day other than their birthday. A birthday/personal day must be taken in one eight-hour block of time, similar to the other holidays.

26.07 - Employees shall receive their birthday/personal day during the first full pay period in January. New hires will obtain their first birthday/personal day the January after they are hired.

27. INSURANCE

27.01 - The Union agrees to accept the County's medical benefits plan provided to other County employees during the term of this Contract. Any changes implemented in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee of which OCSEA is a member. The chapter president and their designee shall be appointed representatives of the committee. Employees will pay twelve percent (12%) of the health care premium and the Employer will pay eighty-eight percent (88%) of the health care premium.

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

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

27.04 - Employees who are in leave without pay status may be able to continue their health insurance. They must contact payroll to find out how to continue to pay their share of the insurance premium. Failure to submit the employee share of the premium may lead to cancellation of health insurance.

27.05 - During the term of this agreement should another type of benefit plan with the same or different contribution rates be offered, employees will be given the opportunity to participate. Any alternative benefit plans would be discussed with the Joint Benefits Committee.

28. EMPLOYEE ASSISTANCE PROGRAM

28.01 - Policy Statement

The Employer and the Union recognize the value of counseling and assistance programs to those employees who may be faced with challenges of financial concerns, legal issues, alcohol or drug concerns, marital issues, their own, or a family member's illness, emotional worries, child care problems etc. For the welfare of employees, as well as for effective business operations, the Employer and the Union encourage employees to take advantage of this valuable benefit.

28.02 - Confidentiality

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

28.03 - Continuation of Pay

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

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

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

29. OTHER LEAVES

29.01 - Family and Medical Leave of Absence

The Employer will comply with all provisions of the Federal Family and Medical Leave Act (FMLA). For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave. Additional details regarding the FMLA process can be found in the Franklin County Employee Handbook.

29.02 - Other Requests for Leave of Absence

An employee must exhaust all accrued leave prior to being approved for authorized leave of absence without pay. A request for authorized leave of absence without pay of two (2) weeks or less may be granted at the sole discretion of the Department Director. An authorized leave of absence without pay of more than two weeks requires Board of Commissioner approval. An authorized leave of absence without pay typically will be granted for twelve (12) weeks or less. If the employee cannot return to work within twelve (12)

weeks due to medical or disabling condition, a disability separation may be processed. An authorized leave of absence without pay may be extended beyond twelve (12) weeks upon further recommendation of the Director and with the approval of the Board of Commissioners. An authorized leave of absence without pay for medical reasons typically will not exceed six (6) months. A medical certification documenting an expected return date from any authorized leave of absence may be required. Upon the employee's return from any authorized leave of absence without pay, the employee will be reinstated to their former position or an equivalent position.

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

29.03 - Paid Family Leave

In order to allow employees paid time to provide parental care following the birth or adoption of a minor child and/or care for a covered family member who has a serious medical condition, ten weeks, four hundred (400) hours of leave may be permitted. Full-time employees who have completed one year of employment with the Employer and have an active FMLA on file for the qualifying event can apply for this leave. Additional details regarding this program can be found in the Franklin County Employee Handbook.

29.04 - Bereavement Leave

An employee shall be granted up to three (3) working days of paid leave upon the death of a member of their immediate family. Employees may supplement their bereavement leave with other accrued leave. If the employee has exhausted their sick leave or vacation leave, they may be granted leave without pay.

- A. Immediate family shall be defined as: mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-daughter, step-son, step-sister, step-brother, or other person who stand in place of a parent.
- B. An employee may also use other accrued leaves upon the loss of another relative, household member, or other person not identified in A above.
- C. Additional bereavement leave without pay may be granted by the Department Director upon request.
- D. Approved bereavement leave will not be considered for purposes of evaluating performance pursuant to the performance rating scale.

29.05 - Volunteer Initiative Program (VIP)

To support volunteer activities that enhance and serve the communities in which we work, eligible employees will be afforded up to sixteen (16) hours of VIP leave per calendar year. Employees must have completed their initial probationary period and have no current discipline. Additional details regarding this program can be found in the Franklin County Employee Handbook.

29.06 - Disability Leave

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

29.07 - Military Leave

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

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

Extended voluntary military leave without pay shall be granted to the employee upon submittal of military orders prior to the requested leave.

Employees on extended voluntary military leave without pay shall receive seniority for the time spent in the military service. However, vacation credits and sick leave do not accumulate during extended voluntary military leave. An employee on extended military leave in accordance with this article shall not be eligible for the Wellness Incentive addressed in Article 31. Upon returning from such leave and upon making timely application for reemployment, an employee shall be returned to their former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

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:

- A. Payment of wages in the amount of their regular wages less whatever amount such employee may receive as military pay.
- B. 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.
- C. The employee will not receive payment under this provision if their military pay is greater than their wages paid by the County.
- D. An employee who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County benefits plan for the duration of such employee's active military service under this provision.

- E. 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.
- F. Upon returning from an active duty leave and upon making timely application for reemployment, an employee shall be returned to their former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

29.08 - Court Appearances

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

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

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

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

29.09 - Personal Leave

The Employer will provide all employees with at least five (5) years of service an allotment of eight (8) hours of personal leave annually on January 1st. The Employer will provide all employees with at least fifteen (15) years of service an allotment of sixteen (16) hours of personal leave annually on January 1st. For the purpose of this section, years of service will be determined as of January 1st of each year. This leave has no cash value and will expire on December 31, 2028.

The Employer shall provide employees hired on or after January 1, 2026 with twenty-four (24) hours of personal leave. This leave will be credited to newly hired employees upon completion of their first pay period after hire. This leave has no cash value and no expiration date.

Personal leave may be used in no smaller than quarter-hour increments. All requests for personal leave must be submitted electronically for approval or denial via the agency's payroll system. If an employee wishes to cancel an approved personal leave, they must electronically rescind the personal leave.

Employees may only receive personal leave pursuant to this section once during the term of the contract.

30. EDUCATIONAL OPPORTUNITIES AND LEAVES

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

30.02 - Tuition Reimbursement

Employees are encouraged to further their education to improve their employee skills. Based upon availability of funds, the Employer will reimburse the instructional fees up to \$5000.00 per calendar year for approved courses successfully completed (grade “C” or better or “Pass” for a Pass/Fail course) during that calendar year. Employees are eligible for up to \$30,000 total tuition reimbursement during their employment with the Agency.

The Department of Human Resources facilitates and advises all parties of the application, approval, notification and reimbursement processes. Forms (application and payment request) for the program are available on the Human Resources website. Additional details regarding the Tuition Reimbursement process can be found in the Franklin County Employee Handbook.

30.03 - Education Leave is defined as a leave of absence from the Agency to study full-time toward a job-related program for a maximum of six months. The employee will be placed on non-paid status. The employee may request an additional six months leave.

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

A. Eligibility

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

B. Participation, Benefits, Limitation

1. To participate, the applicant must agree to enter into a non-paid employment status. No stipend shall be paid.
2. No sick leave or vacation time can be accumulated while on Educational Leave.
3. The Agency will not contribute toward PERS until the employee returns to a paid status.
4. Non-salary related benefits, such as civil service status shall be retained by employee.
5. The Agency reserves the right to fill the position of an employee on educational leave with an intermittent or full-time replacement.
6. Upon the employee's return from Educational Leave, they will be placed in the same or similar position.
7. An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County benefits plan for the duration of such employee's leave under this provision.

30.04 - Professional Development and Training

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

31. SICK LEAVE AND WELLNESS INCENTIVE

31.01 - Full-time employees earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Part-time employees will earn sick leave on a pro-rated basis based on actual hours worked.

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement. Requesting leave the same pay period it is earned could result in unauthorized leave without pay.

Sick leave is charged in minimum units of .25 hours. Employees are eligible for sick leave only for days on which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal work day or work week earnings.

Sick leave will be granted to employees upon approval of the Department Director for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family living in the same household or persons covered under the Family and Medical Leave of Absence policy. (In the case of a member of the immediate family not living with the employee, the Department Director may credit sick leave when it appears justified.)
- B. Medical, dental or optical examination or treatment of the employee or a member of the immediate family living in the same household. (In the case of a member of the immediate family not living with the employee, the Department Director may credit sick leave when it appears justified.)
- C. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
- D. When an employee utilizes sick leave they will notify their immediate supervisor or designee no later than one (1) hour after their starting time.

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

Upon retirement, resignation or death from active County service after eighteen (18) or more years with the County, State of Ohio, any political subdivisions, or combination thereof, an employee may elect to be paid in cash for one-half (1/2) of the accrued but unused sick leave credit up to a maximum of three hundred sixty (360) days subject to the limitations indicated below. This payment will be based upon the employee's rate of pay at the time of separation. Upon accepting such payment, all other sick leave credit accrued up to that time will be eliminated.

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

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

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

31.02 - The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. Certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to either a cash payout, or to an equal number of personal leave hours. Additional details and processes regarding this program can be found in the Franklin County Employee Handbook. In the event the Wellness Incentive Program is removed from the Franklin County Employee Handbook, the parties will agree to negotiate details for the purposes of this agreement.

31.03 - Leave Donation Program

The intent of the leave donation program is to allow employees to voluntarily provide assistance to co-workers who are in critical need of leave due to a serious illness or injury of that employee or a member of that employee's immediate family. Additional details and processes regarding this program can be found in the Franklin County Employee Handbook. In the event the Leave Donation Program is removed from the Franklin County Employee Handbook, the parties will agree to negotiate details for the purposes of this agreement.

32. UNION STEWARDS

32.01 - There shall be one (1) Steward for each thirty (30) bargaining unit employees of the Union.

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

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

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

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

33. REPRESENTATION, CONSULTATION & NEGOTIATIONS

33.01 - Release Time for Union President and/or Delegates

The Employer will permit the Chief Steward Coordinator and the Chief Stewards of the Union, if not the Chapter President, one hundred twenty (120) minutes and Stewards ninety (90) minutes of time per week with pay to carry out Union Business, if necessary and must utilize the Department's sign out form. The Chapter President, who is employed by the Agency, will be granted four hundred and eighty (480) minutes of time per week with pay to carry out Union business. Meetings scheduled by management to which the Union President and/or stewards are requested or required to attend are not counted against this time.

33.02 - Release Time for Union-Employer Meetings

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

33.03 - Release Time for Union Conventions and Conferences

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

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

Any bargaining unit member elected to an OCSEA State Officer position, i.e. President, Vice President and/or Secretary/Treasurer, shall be released and placed on full-time administrative leave with pay to conduct Union business. The Union shall reimburse the Employer for all costs associated with placing the employee on administrative leave with pay, including but not limited to wages, retirement, employer-provided benefits, workers' compensation, and unemployment compensation contributions. The employee shall continue to be responsible for any required employee contributions to benefits, retirement, or other programs.

Any bargaining unit employee who is elected to sit on the OCSEA Board of Directors will be permitted time off with pay to attend one scheduled OCSEA Board meeting per month. OCSEA will reimburse the County for all costs for said employee.

There shall be no more than one bargaining unit employee who can benefit from this Section at any one time.

33.05 - Non-Employee Officers

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

33.06 - Union Management Meetings

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

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

33.07 - Subject and Contents for Union Management Meetings

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

The purpose of such meeting will be to:

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

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

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

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

34. UNION ELECTION

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

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

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

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

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

35. CHECKOFF

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

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

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

35.02 - The Employer will deduct regular, monthly membership dues from the pay of employees, including probationary employees, covered by this Contract upon receipt from the Union of individual written authorization cards but no longer than twenty-one (21) days after receipt of the authorization. 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.

Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union at OCSEA/AFSCME Local 11 of their desire to revoke their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

The Employer's obligations to make deductions shall terminate automatically upon termination of employment, upon transfer of an employee to a job classification outside the bargaining unit, if the employee is laid off or on unpaid leave of absence, if the employee revokes their dues check off authorization, or upon termination of this agreement.

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

Any voluntary dues checkoff authorization shall be governed by the terms set forth on the card regardless of an employee's withdrawal from Union membership. The Employer will honor the terms of the card. The Employer is acting solely in a ministerial function. Copies of employees' dues check off authorization cards are available from the Union upon request.

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

The Employer will provide the Union with the following information on newly hired employees for positions within this bargaining unit; Name, address, phone number, and work location.

The Union will be permitted to meet with newly hired employees for positions within this bargaining unit. These meetings will follow the language found in Section 33.05 of the current collective bargaining agreement.

The Employer will also deduct bi-weekly voluntary contributions to the Union's Political Action Committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form.

35.03 - 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. The Union also agrees to reimburse the Employer for any monetary damages it is ordered by a governmental agency or court of law to pay as a result of a finding or order that it has unlawfully deducted dues, and further agrees to reimburse the Employer for any attorney's fees expended by it in defense of a claim that it has unlawfully deducted dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

36. GRIEVANCE PROCEDURE

36.01 - It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. Therefore, both parties agree to resolve grievances at the lowest possible level. The Grievance Procedure outlined below, provides an orderly means of resolving grievances.

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

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

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

If the employee's and/or Union Steward's immediate supervisor is unavailable, the request may be made of the appropriate Administrator, Deputy Director or Director's Executive Assistant. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union. The written grievance shall state the specific articles of the bargaining agreement which are alleged to have been violated.

36.05 - If the employee wishes to file a grievance, they shall obtain the grievance form from the Steward. The Steward will formally file the grievance by submitting the written grievance forms to the Center Director or Deputy Director under which the grievant works within ten (10) working days after the alleged violation has occurred or from the date the employee becomes aware of said violation. The Center Director or Deputy Director will contact the Human Resources Department to obtain a grievance number, and will provide to the Union Steward written confirmation of the grievance number. All documentation the Employer will rely upon in addressing the grievance and which has been obtained by the Employer prior to the grievance hearing will be made available to the grievant and their Steward prior to the grievance hearing. The Union and the grievant are also obligated to provide the Employer with all the documentation they intend to use, consider and rely upon in pursuing the grievance. These requirements will pertain to all levels of the grievance procedure. The parties will be permitted to modify their position based on additional information obtained through the grievance process.

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

A. LEVEL ONE:

1. Within ten (10) working days after the filing of a grievance, the Center Director, Deputy Director or Administrator under which the grievant works will hold a meeting at which time an attempt will be made to resolve the grievance.

2. Within five (5) working days after the first level meeting, the Center Director, Deputy Director or Administrator will answer the grievance in writing and return two (2) copies of the grievance package to the appropriate Steward, who will acknowledge receipt in writing.
3. If the grievant is not satisfied with the Employer's decision, the grievant may appeal said decision in writing on a grievance form. The grievant will, thereupon, proceed to Level Two (2) if the written grievance is filed within five (5) working days of receipt of the Level One written decision.

B. LEVEL TWO:

1. Within ten (10) working days after the presentation of the written grievance, the Agency Director or designee will hold a meeting. At which time an attempt will be made to resolve the grievance.
2. Within five (5) working days after the Level Two meeting is held, the Agency Director or designee who attended such meeting will answer said grievance in writing and return two (2) copies of the grievance package to the appropriate Steward, who will acknowledge receipt in writing.
3. If the grievant is not satisfied with the decision received from the Employer, the Union may submit the grievance to impartial arbitration pursuant to the provision of Article 37 entitled "Arbitration" by providing written notice of the Union's intention to do so where said written notice is to be presented to the Agency Director and Director of Human Resources in writing within ten (10) working days after receipt of the Employer's Level Two decision.

C. MEDIATION:

If the grievance cannot be resolved at the previous level, the parties may agree to mediation through the process established in Article 37.

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

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

36.09 - All time limits referred to herein may be extended by mutual agreement between the parties. The grievant 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 not presented or appealed within the time limits set forth in this article shall not be entitled to consideration and shall be considered to have been settled at the last step at which timely presentation was made. Any grievance not answered by the Employer shall be deemed to have been answered in the negative and may be advanced by the Union to the next step of the procedure. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits. Grievances involving matters which the parties agree cannot be effectively resolved at Level One of the Grievance Procedure may be initially processed commencing at Level Two, except that grievances pertaining to a suspension or termination will automatically commence at Level Two.

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

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

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

37. ARBITRATION

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

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

The Union must meet with the Agency Director or their designee and select an arbitrator within twenty-one (21) calendar days of the written notification of intent to arbitrate, pursuant to the procedure outlined below. In that case, selection of an arbitrator must occur within thirty-one (31) calendar days of the written

notification of intent to arbitrate. The arbitration hearing must be scheduled within forty (40) calendar days of selection of arbitrator. The Union will be responsible for notification to grievant and to the grievant's witnesses of the time and place of the arbitration hearing.

Within thirty (30) calendar days of the effective date of this Contract, the parties shall request a list of 7 Ohio-based arbitrators from the Federal Mediation and Conciliation Service (FMCS). Either party may reject one (1) entire panel. Once the panel of arbitrators is submitted to the parties, each party shall strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to FMCS. The arbitrator shall issue a written award within thirty (30) calendar days after the close of the hearing, where the close of the hearing shall either be the date upon which the actual hearing was concluded or the later date upon which Briefs have been submitted by the parties. Thereafter, the arbitrator shall forward such findings, award and all supporting data to the designated party's representatives.

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

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

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

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

37.05 - The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing Briefs. The arbitrator shall issue a written decision setting forth the actual finding and rationale in support of said finding. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect any of the provisions of this Contract or any supplements or appendices thereto; nor shall the arbitrator find any grievance to be meritorious unless first finding that a specific provision of this Contract has been violated as alleged and that the arbitrator has jurisdiction over the matters grieved. It is expressly agreed and understood that the jurisdiction and authority of the arbitrator shall be limited to the interpretation, application and determination of the provisions of this Contract and

any supplements and appendices thereto, as limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the Department and the Union.

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

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

37.08 - The arbitration award will solely have prospective precedential effect only under those circumstances where it is being applied to the same section of the collective bargaining agreement under the same factual circumstances. The parties agree any non-disciplinary matter that does not have an immediate and ascertainable cash value in excess of seven hundred dollars (\$700.00) and any discipline and/or suspension of two (2) days or less shall not be appealed to arbitration.

38. DAY CARE

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

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

39. HEALTH AND SAFETY

39.01 - The Employer will make a reasonable effort to provide and maintain safe and healthy working conditions for all employees. Employees shall cooperate in this effort. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations and to advise their supervisor of potential unsafe conditions.

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

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

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

A. Meet on an established schedule, but in no case less frequently than once a quarter;

- B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
- C. Appoint members of the Union to accompany inspections;
- D. The Committee, upon request to the Department, will receive from the Department generally within thirty (30) days, pertinent non-confidential information to assist the committee in its responsibilities;
- E. Promote health and safety education;
- F. Maintain and review minutes of all committee meetings.

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

39.03 - The Health and Safety Committee will work with Risk Management on ergonomic assessments. Management will review the assessment within a reasonable period of time and implement reasonable recommendations which are within current budget limitations.

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

40. WORK EXPECTATIONS PROVISION

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

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

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

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

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

41. PART-TIME & INTERMITTENT EMPLOYEES

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

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

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

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

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

41.02 - Intermittent positions are those positions in classifications covered by this Agreement which do not exceed one thousand (1,000) hours per employee in any calendar year. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor/Management Committee.

All intermittent positions are in the unclassified service. An employee in an intermittent position may be terminated at will without recourse, and such termination is considered for just cause.

Employees in intermittent positions shall be hired at the minimum rate for their classification. Intermittent employees shall not serve a probationary period. They are not eligible for any contractual benefits received by permanent employees.

42. SEVERABILITY

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

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

43. MAINTENANCE OF DUES DEDUCTION

Members of the Union or an employee who authorizes deduction, either as a new member or a reinstated member, may withdraw from the payment of dues, initiation fees and assessments in accordance with the language found in Article 35 of the agreement.

44. TERM OF CONTRACT

This Contract shall become effective on January 1, 2026 and shall terminate at 12:00 midnight on December 31, 2028.

APPENDIX A

<u>CLASSIFICATION</u>	<u>GRADE LEVEL</u>
Account Clerk	05
Clerk 2	02
Contract Evaluator/Negotiator	10
Case Manager	10
Customer Service Assistant	03
Customer Service Specialist	14
IM Case Control Reviewer	12
Investigator 1	03
Investigator 2	04
Investigator 3	08
Print Shop Operator	01
Researcher 2	13
Secretary 1	03
Social Program Specialist	11
Social Services Specialist 2	10
Social Services Aide 2	02
Social Services Specialist 3	12
Statistics Clerk	03
Storekeeper 1	01
Word Processing Specialist 2	02

APPENDIX B

GRADE LEVELS

GRADE LEVEL ONE

Print Shop Operator
Storekeeper 1

GRADE LEVEL TWO

Clerk 2
Social Services Aide 2
Word Processing Specialist 2

GRADE LEVEL THREE

Customer Service Assistant
Secretary 1
Investigator 1
Statistics Clerk

GRADE LEVEL FOUR

Investigator 2

GRADE LEVEL FIVE

Account Clerk

GRADE LEVEL EIGHT

Investigator 3

GRADE LEVEL TEN

Social Services Specialist 2
Contract Evaluator/Negotiator
Case Manager

GRADE LEVEL ELEVEN

Social Program Specialist

GRADE LEVEL TWELVE

Social Services Specialist 3
IM Case Control Reviewer

GRADE LEVEL THIRTEEN

Researcher 2

GRADE LEVEL FOURTEEN

Customer Service Specialist

APPENDIX C
CLASSIFICATION SERIES

Account Clerk	05
Clerk 2	02
Statistics Clerk	03
Contract Evaluator/Negotiator	10
Researcher 2	13
Case Manager	10
Customer Service Assistant	03
IM Case Control Reviewer	12
Customer Service Specialist	14
Investigator 1	03
Investigator 2	04
Investigator 3	08
Print Shop Operator	01
Secretary 1	03
Word Processing Specialist 2	02
Social Program Specialist	11
Social Service Specialist 2	10
Social Service Specialist 3	12
Social Service Aide 2	02
Storekeeper 1	01

APPENDIX D

Class Title	Grade Level	1/1/2026 Minimum	Annual	1/1/2027 Minimum	Annual	1/1/2028 Minimum	Annual
Print Shop Operator	1	19.25	\$40,040.00	20.00	\$41,600.00	20.00	\$41,600.00
Storekeeper 1	1	19.25	\$40,040.00	20.00	\$41,600.00	20.00	\$41,600.00
Clerk 2	2	19.35	\$40,248.00	20.10	\$41,808.00	20.10	\$41,808.00
Social Service Aide 2	2	19.35	\$40,248.00	20.10	\$41,808.00	20.10	\$41,808.00
Word Processing Specialist	2	19.35	\$40,248.00	20.10	\$41,808.00	20.10	\$41,808.00
Customer Service Assistant	3	19.50	\$40,560.00	20.25	\$42,120.00	20.25	\$42,120.00
Secretary 1	3	19.50	\$40,560.00	20.25	\$42,120.00	20.25	\$42,120.00
Investigator 1	3	19.50	\$40,560.00	20.25	\$42,120.00	20.25	\$42,120.00
Statistics Clerk	3	19.50	\$40,560.00	20.25	\$42,120.00	20.25	\$42,120.00
Investigator 2	4	19.65	\$40,872.00	20.40	\$42,432.00	20.40	\$42,432.00
Account Clerk	5	19.75	\$41,080.00	20.50	\$42,640.00	20.50	\$42,640.00
Investigator 3	8	22.04	\$45,843.20	22.79	\$47,403.20	22.79	\$47,403.20
Social Service Specialist 2	10	23.56	\$49,004.80	24.31	\$50,564.80	24.31	\$50,564.80
Contract Evaluator/Negotiator	10	23.56	\$49,004.80	24.31	\$50,564.80	24.31	\$50,564.80
Case Manager	10	23.56	\$49,004.80	24.31	\$50,564.80	24.31	\$50,564.80
Social Program Specialist	11	24.33	\$50,606.40	25.08	\$52,166.40	25.08	\$52,166.40
Social Service Specialist 3	12	25.09	\$52,187.20	25.84	\$53,747.20	25.84	\$53,747.20
IM Case Control Reviewer	12	25.09	\$52,187.20	25.84	\$53,747.20	25.84	\$53,747.20
Researcher 2	13	26.23	\$54,558.40	26.98	\$56,118.40	26.98	\$56,118.40
Customer Service Specialist	14	27.76	\$57,740.80	28.51	\$59,300.80	28.51	\$59,300.80

APPENDIX E

Job Audit

Bargaining Unit Members of Ohio Civil Service Employee Association, Local 11

TO BE COMPLETED BY EMPLOYEE – PLEASE PRINT CLEARLY	
Employee Name:	Immediate Supervisor:
Classification:	Department/Unit:
Have You Previously Completed Job Audit? YES NO (please circle)	If You Answered Yes, Approximately When Did You Complete It:

SECTION 1 – ESSENTIAL JOB FUNCTIONS

These are the duties and responsibilities of the job. They involve the fundamental nature of the job, occupy a large proportion of the employee's time or require specialized expertise.

What major activities and roles is the position responsible for? Please describe essential functions in the space provided below. When possible, describe job functions based upon natural groupings of work activities, and label these groups as essential job functions. Please limit the number of job functions to 3-4 areas and provide the percentage of time spent on each function. (The percentages should add up to 100 %.)

1. % ESSENTIAL FUNCTION

2. _____ % ESSENTIAL FUNCTION

3.

_____ % ESSENTIAL FUNCTION

4.

_____ % ESSENTIAL FUNCTION

PERFORMANCE AREAS & TASKS

A. Data/Information Used

List below the type(s) of Data/Information you RECEIVE and/or REVIEW.

(EX: billing invoices, drafts of letters, time sheets, customer records etc.) Beside each item describe why you receive it and what you do with it.

TYPE OF REPORT ETC.

WHY YOU RECEIVE IT & WHAT YOU DO WITH IT

List below the type(s) of Data/Information you must PREPARE.

TYPE OF REPORT ETC.

WHY YOU PREPARE IT & WHAT YOU DO WITH IT

_____	_____
_____	_____

List below the type(s) of Data/Information to which you REFER.

TYPE OF MANUAL/BOOK ETC.	PURPOSE FOR WHICH YOU REFER TO IT
_____	_____
_____	_____
_____	_____

B. Human Interaction/Communication

List the people or groups with whom you must communicate in the performance of your work. (EX: clients, immediate supervisors, co-worker etc.) Beside each person or group, state the purpose for which you interact. (EX: give directions, advice, receive advice or directions, instruct, assist etc.)

PERSON/GROUP	PURPOSE OF COMMUNICATION
_____	_____
_____	_____
_____	_____
_____	_____

C. Equipment, Supplies, Materials Used

List below the equipment that you use in the performance of your work. (EX: computer, printer etc.) Beside each describe the purpose for which you use it.

TYPE OF EQUIPMENT	PURPOSE FOR USE
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 2 – EDUCATION & EXPERIENCE

- A. Check the areas below which most accurately describe the amount of classroom education required to perform the tasks and responsibilities of your current position. Beside the area checked, describe the type of training required.

AREA OF FOCUS

- ☐ High School diploma/GED required
- ☐ Vocational/technical diploma
- ☐ College Coursework
- ☐ Associate's Degree
- ☐ Bachelor's Degree

- B. Please list all special certifications or licenses required for your position. If none please put N/A.

SECTION 3 - CHANGES IN JOB FUNCTIONS

THIS QUESTION IS TO BE ANSWERED BY EMPLOYEES WITH THREE YEARS OR MORE SENIORITY

HAS YOUR JOB CHANGED IN THE PAST THREE YEARS? IF SO HOW?

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

EMPLOYEE

DATE

SUPERVISOR REVIEW

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

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

Supervisor Signature

Date

Supervisors are to return the signed forms to their Center Director or Deputy Director. They will then forward it to the FCJFS Director's Office at Northland Village via inter-office mail within seven days of receipt. The forms will then be forwarded to Human Resources.

FRANKLIN COUNTY

Michelle Lindeboom Date
Director, Franklin County Job & Family
Services

Laura Repasky
Director, Franklin County Human Resources

Approved as to form by:

Assistant Prosecuting Attorney Franklin County, Ohio	Date
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OCSEA

Doug Mosier
Negotiator, OCSEA

Cynthia Watiker President, Chapter 2508	Date
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