

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS UNION, LOCAL 284

and

FRANKLIN COUNTY OFFICE ON AGING AGENCY

May 9, 2024 through December 31, 2026

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**ARTICLE 1**

**ABSENCES**

**Section 1.**

For purposes of notification only, if an employee is unable to report for work for any reason, other than on approved continuous leave under the Family and Medical Leave Act, the employee must notify their Supervisor each day that they will not be working, no later than thirty (30) minutes before their shift starts, unless a request for leave has been submitted. This notification shall be done by contacting the Agency call-off line. An employee failing to properly notify their Supervisor will be subject to disciplinary action.

**Section 2.**

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

**Section 3.**

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

**ARTICLE 2**

**ACCIDENT AND INJURY REPORTING**

**Section 1. Immediate Action**

In the event of an accident or injury, the employee should seek immediate first aid treatment

or medical attention, if warranted. Call Security at 8828 for emergency paramedic services from the Columbus Fire Department, if warranted.

**Section 2. Report**

Report the accident or injury immediately to your Supervisor.

**Section 3. Complete and Turn in Form**

The injured employee shall complete the employee section of the County's Accident Report For Injured Employee (ARFIE) form found in the Franklin County Injury Packet and submit the ARFIE to their immediate supervisor at the time of reporting, but no later than 36 hours after the occurrence of the accident/incident, unless the employee is physically incapable of completing the form. The supervisor will then complete the remaining pages of the ARFIE before submitting to the County's Risk Management Department. The County's Injury Packet can be obtained through your supervisor, Human Resources, or the County's online employee portal.

**Section 4. Work-Related Illness or Injury Absence**

Should medical attention become necessary, the employee should take the Bureau of Workers' Compensation (BWC) forms provided in the Franklin County Injury Packet to their treating medical provider. If additional BWC forms are needed they can be obtained through Human Resources or the online employee portal. Any absence from work as a result of a work-related injury must be documented through a physician's excuse from work letter, or a completed MEDCO-14 form, which can be found in the County's Injury Packet, or with Human Resources. All completed accident reports or BWC forms should be submitted to the employer within 36 hours.

**ARTICLE 3**

**ALCOHOL AND DRUG POLICY**

Possession, sale, purchase or transfer of alcohol, marijuana, prescription drugs not medically authorized, or illegal substances or narcotics on Employer property or during working time will be cause for disciplinary action up to and including dismissal. Reporting to work with alcohol, marijuana,

illegal substances, narcotics or prescription drugs in an employee's system, which have not been medically authorized, constitutes grounds for disciplinary action up to and including dismissal.

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

#### **ARTICLE 4**

#### **NO STRIKE/NO LOCKOUT**

##### **Section 1.**

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

##### **Section 2.**

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

##### **Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**ARTICLE 5**

**UNION SECURITY**

**Section 1**

- A. Dues Deduction: The Employer will make payroll deductions from the pay or wages of an employee effective the first full pay period after a check off card signed by the employee has been submitted. Amounts deducted will be remitted to the Teamsters Local Union No. 284. The Union will give the Employer written notice of the amounts to be deducted and the address to which the deducted amounts are to be sent.
- B. The Employer and the Union agree that fair share cannot be deducted from non-members' pay. In the event that there is a change in the law that permits the collection of fees or other financial support from non-members, the Union and the Employer shall enter into good faith negotiations to address and permit



the collection of such fees and/or financial support.

- C. The payroll deductions shall be made by the Employer twice a month in the first two pays of the month. Monies deducted shall be remitted to the Union within thirty (30) days of the date they are deducted.
- D. 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.
- E. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below. The Employer's obligations to make deductions shall terminate automatically upon termination of employment, lay off from work, unpaid leave of absence or transfer of an employee to a job classification outside the bargaining unit. Any voluntary dues checkoff authorization shall be governed the terms set forth on the card regardless of an employee's withdrawal from Union membership. The Employer will honor the terms of the card. The Employer is acting solely in a ministerial function. Copies of employee's dues checkoff authorization cards are available from the Union upon request.
- F. Employees who are recalled from temporary or seasonal layoff or returning from unpaid leave of absence shall resume payroll deduction of membership, commencing the first pay period of work.
- G. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from any deductions made by the Employer pursuant to any section of this Article. The Union also agrees to reimburse the Employer for any monetary damages it is ordered by a governmental agency or court of law to pay as a result of a finding or order that it has unlawfully deducted dues, and further agrees to reimburse the Employer for any attorney's fees expended by it in defense of a claim that it has unlawfully deducted dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2      Notification of New Hires**

The Employer shall notify the Union of all new hires and agrees to permit the Union to provide

information about the union to new employees during their first two (2) weeks of employment. The Employer will neither encourage nor discourage employees from taking action outlined in this Article.

**Section 3      Recovery Costs**

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

**ARTICLE 6**

**COURT LEAVE**

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

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

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

**Section 1.      Request for Leave**

The employee should request leave as soon as possible by turning in their request. With the request

the employee should submit a copy of the summons, subpoena, or other documentation through the Human Resources Information System.

**Section 2. Compensation**

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

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

**ARTICLE 7**

**DISCIPLINARY SYSTEM**

**Section 1.**

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

1. Informal counseling by a supervisor.
2. A verbal reprimand (documented).

3. A written reprimand.
4. A three (3) day suspension, with or without pay, depending upon the circumstances.
5. A five (5) day suspension, with or without pay, depending upon the circumstances.
6. Removal with notice of removal.

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

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

No suspension of more than three (3) days in an employee's personnel file will be considered, for purposes of subsequent disciplinary action or for employee promotions, lateral or transfers or performance evaluation purposes, forty-eight (48) months after the date of event, as

long as the employee does not receive any other disciplinary action for a like or related offense during the forty-eight (48) month period. If a like or related disciplinary action is administered, the new forty-eight (48) month period will commence on the date the subsequent disciplinary action is administered.

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

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

**Section 2. Pre-Disciplinary Hearing**

An employee, other than one in their probationary period, shall be given a pre-disciplinary hearing in conformance with County policy prior to receiving a suspension or discharge. If an employee requests a Union representative to be present at the pre-disciplinary hearing, the representative will be permitted to be present at the pre-disciplinary hearing. Employees will receive written notice of the hearing, which will include the Agency recommendation, within five (5) working days of the scheduled hearing date, and the Agency will provide all documentation that will be presented at the hearing to the Union three (3) working days prior to the hearing date. It is the intent that all pre-disciplinary hearing

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

**Section 3. Appeal**

An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), and may not pursue any appeal of a disciplinary action under any other civil service proceeding, as the grievance-arbitration procedure set forth in Article 10 is their sole remedy.

**ARTICLE 8**

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Employer is an equal employment opportunity employer, operating in accordance with all applicable federal and state laws, rules and regulations. The Employer is committed to cultivating an equitable and inclusive environment so that all individuals seeking or holding employment with the Employer are treated equitably with respect to their race (including traits that are historically associated with race), color, ethnicity, national origin, religion, sex, age, sexual orientation, gender identity or expression (including transgender status), pregnancy, veteran or military status, disability, genetic information, marital or civil union status, union membership or activity, and any other status protected by applicable federal, state, or local law. The Employer commits to providing training for all bargaining unit members to support diversity, equity and inclusion.

**ARTICLE 9**

**EQUIPMENT**

**Section 1. Equipment**

Employees must take care of all the Employer's equipment entrusted to them. Negligence

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

Employees are required to promptly report any need for repairs of any Employer owned equipment, or the damage or loss of equipment/property. If loss or damage is due to negligence or carelessness, employees may be required to repay the fair market value of the lost or damaged equipment/property. When employees end their employment, they must return all Employer owned property. Further information regarding equipment can be found in the BOC Employee Handbook, Policy BOC-64.01.

**Section 2. Ergonomics**

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

**ARTICLE 10**

**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definitions**

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

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

**Section 2. Process**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The grievance should identify the specific articles alleged to have been violated and is to be presented in writing on forms mutually agreed upon and must contain the date of the violation and the relief sought. The form shall be presented to the Director's Administrative Assistant or designee within seven (7) days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance, not to exceed fifteen (15) days after the event. In this article presented can mean in person or via electronic delivery (Email) from the Union or its authorized representative. The time limit to present a grievance for an employee who is on approved leave at the time of the occurrence will be extended by the number of days on approved leave, not to exceed thirty (30) days. Upon receipt of the form, the Director's Administrative Assistant or designee will assign a control number and distribute copies of the grievance report to the Supervisor, Assistant Director, Director, Chief Union Steward, Requesting Union Steward, and the Union Business Agent. If the grievance involves discipline, a copy of the entire discipline packet will be mailed or emailed to the Union Business Agent. When the form is received it shall constitute a timely appeal if it is received by the Employer within the appeal period. Likewise, the delivery of the answer shall constitute a timely response if it is received by the Union within the answer period. The grievant, the Union and the Employer will make a good faith effort to ensure confidentiality. Only one employee Union representative is permitted to be present at each step of the grievance procedure. Either party may have the grievant (or one grievant representing a group grievance) present at any step of the grievance procedure, and the employee is entitled to Union representation at every step of the grievance procedure. Probationary employees shall not have access to or rights under the grievance arbitration procedure. It is the goal of the parties to resolve grievances at the earliest possible time at the lowest level of the grievance procedure.



**Section 3. Grievance Steps**

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

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

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

C. **Class or Group Grievance** - Any class or group grievances, involving more than one employee working in different units, will automatically commence at Step 2 of the grievance procedure. A class or group grievance must identify all known employees affected by the grievance. Other class or group grievances involving more than one employee working in the same unit shall be presented in writing by the Union to the immediate supervisor as set forth in Step 2.

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

**Step 2. Assistant Director.** If the grievance is not resolved at Step 1, it shall be presented in writing to the Assistant Director within seven (7) days of the receipt of the Supervisor's denial of the grievance. The Assistant Director shall discuss the grievance with the Union and the grievant within seven (7) days after the grievance is presented to them. A written answer to the grievance shall be issued by the Assistant Director within seven (7) days after the discussion with the Union and the grievant, and a copy of such answer provided to the Union and grievant at the time it is issued.

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

**Step 4. Arbitration.** If the Union is not satisfied with the answer at Step 3, it may submit the grievance to arbitration. A written notice of its desire to proceed to arbitration shall be presented to the Employer within fifteen (15) days after receipt of the decision in Step 3. If the grievance relates to a suspension or termination, the time for appeal to arbitration begins when both the employee and the Union receive notice that the Agency's recommendation has been approved by the Commissioners. A formal Notice of Arbitration will be sent after the grievance is presented at the Executive Board meeting.

**A. Arbitration Panel**

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

case.

**B. Witnesses**

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

**C. Expenses**

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

**D. Arbitration Decisions**

The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the language of this Agreement. The arbitrator shall resolve any jurisdictional issue prior to

rendering a decision on the merits of the grievance. Additionally, the arbitrator shall not rule in such a way as to require the Franklin County Board of Commissioners to violate Ohio or Federal law.

**Section 4.      Withdrawal of Grievance**

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

**Section 5.      Time Limits**

The time limits at any step may be extended by mutual agreement of the parties involved at the particular grievance step. Such extension(s) shall be in writing. If the Employer fails to issue the response within the specified time limits, the Grievant or the Union may advance the grievance to the next successive step in the procedure. Once the Employer receives the notice of intent to arbitrate from the Union, the arbitration must be scheduled within six months, if the selected arbitrator's calendar permits. This can be waived by mutual agreement. If the arbitration is not scheduled the grievance is considered withdrawn by the Union.

**Section 6.      Advanced Grievance Step Filing**

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

**Section 7.      Relevant Witnesses and information**

The Union and the Employer may request the production of specific documents, books, papers or witnesses reasonably available from the Union or the Employer and relevant to the grievance under consideration. Electronic document and/or information requests to the Employer

shall be made to the Assistant Director. Such request shall not be unreasonably denied. Both parties agree to full discovery no later than three (3) days prior to the arbitration. This provision may be waived by mutual agreement or by decision of the arbitrator.

**Section 8.      Miscellaneous**

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

**Section 9.      Time Off**

Two (2) Union Stewards previously identified by the Union will each be permitted one and ½ (1.5) hours per week without loss of pay during working hours to investigate and process grievances. A Union Steward or Business Agent may request time from their immediate Supervisor, in addition to the one and ½ (1.5) hours per week, for a Union Steward to assist in investigating, processing, or resolving a grievance. The request for additional time shall not be unreasonably denied. Any unused portion of these hours shall not be carried over to the next work week. The Union Steward shall not leave their work to investigate, file or process grievances without first getting permission and making mutual arrangements for assignment of a meeting room with their Supervisor or designee, as well as the Supervisor or designee of any unit to be visited. Such arrangements shall not be unreasonably denied. Grievance investigation, filing or processing shall not interfere with a Union Steward's normal work duties.

**ARTICLE 11**

**FAMILY AND MEDICAL LEAVE OF ABSENCE**

**Section 1.      Overview**

Employees are afforded up to twelve (12) weeks of Family and Medical Leave in compliance with The Family and Medical Leave Act of 1993 and Franklin County Policy BOC-

46.01. Rules and regulations may be found in 29 CFR Part 825.

## ARTICLE 12

### HOURS OF WORK AND FLEXIBLE WORK ARRANGEMENTS

#### **Section 1. Hours of Work**

Forty (40) hours is the normal workweek for full-time employees. Core office hours are from 8:00am to 5:00pm each day, Monday through Friday. A normal workday will usually be eight (8) hours.

Workdays include an unpaid meal break of up to sixty (60) minutes. Employees may request their preferred length of unpaid meal break, but final determinations of schedules will be made by the Employer based upon operational needs with consideration of seniority, where possible. If an employee needs to change their regularly scheduled meal break on any given day, the employee may do so only upon prior approval of their supervisor. The taking of a meal break is mandatory, except when an employee obtains prior approval of their supervisor to work through all or part of their meal break due to workload. Employees are required to clock out and in for their meal break.

The Employer retains the sole discretion to set and change work schedules.

#### **Section 2. Flexible Work Arrangements**

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. Where there are multiple requests for flexible work arrangements, requests will be filled on a seniority basis. When seniority is equal, the employee with the highest last four digits of their Social Security Number will be approved for the flexible work schedule. Changes to the current policy will be made only after a

review and recommendation from the joint labor management committee.

Flexible work 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; this could include up to a 10-hour work day.
- Reduced hours - part-time work or job sharing.
- Telecommuting/teleworking - working from home or an alternative worksite for a portion of the workweek. The Employer, in its discretion, may offer teleworking arrangements to allow employees to conduct a portion, or all of their work, away from their primary workplace. Teleworking arrangements are a management option and not an employee right that an employee can expect or demand. The Employer understands that teleworking arrangements may improve an employee's work/life balance, increase employee productivity, and minimize use of sick leave. Any teleworking arrangement will not alter the terms and conditions of employment, including any provision of the collective bargaining agreement or Employer policy. 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.

Meal breaks and/or scheduled rest periods are not to be eliminated when working a flexible schedule. No flexible schedule will be approved that starts before 7:00am or ends after 6:30pm.

An employee working a flexible work arrangement will revert back to a core hour work schedule on days when trainings, meetings or other Employer-sponsored events take place that require the employee's mandatory attendance. Additionally, during a week in which there is a holiday, or if the

Employer closes for any other reason, an employee working a flexible work arrangement will revert back to an eight (8) hour, core hours work 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 administrator. If the original decision was made by a supervisor or administrator, 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.

## **ARTICLE 13**

### **HEALTH AND SAFETY**

#### **Section 1.**

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



**Section 2.**

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

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

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

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

If a Level 2 weather emergency is declared in the County within which an employee resides or regularly travels through to report to work, the employee may request to use vacation leave, personal leave, compensatory time, or leave without pay if they have no available leave, for any hours they do not work because of the Level 2 weather emergency. Alternatively, upon employee

request and agency approval, an employee may use telecommuting/teleworking. If the Level 2 weather emergency is subsequently removed some time during the employee's regularly scheduled work hours, that employee shall not be required to return to work, and shall 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.

## **ARTICLE 14**

### **HEALTH INSURANCE BENEFITS**

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

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

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

**ARTICLE 15**

**HOLIDAYS**

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

1. The first day of January (New Year's Day);
2. The third Monday in January (Martin Luther King Day);
3. The third Monday in February (President's Day);
4. The last Monday in May (Memorial Day);
5. The nineteenth day of June (Juneteenth);
6. The fourth day of July (Independence Day);
7. The first Monday in September (Labor Day);
8. The eleventh day in November (Veteran's Day);
9. The fourth Thursday in November (Thanksgiving Day);
10. The day after Thanksgiving (Native American Heritage Day);
11. The twenty-fifth day of December (Christmas Day);
12. Any holiday (not a day of mourning), designated by the Governor or President of the United States after the ratification of this agreement;
13. One (1) personal day each calendar year to be used in no smaller than fifteen-minute increments. New hires who have completed three full calendar months of employment with the Office on Aging shall be eligible for one (1) personal day during that calendar year. Unused personal days may be carried forward into the next calendar year. Unused personal days have no cash value.

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

employees shall be paid holiday pay for that portion of any holiday for which they would normally have been scheduled to work.

**ARTICLE 16**

**AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

The Franklin County Board of Commissioners and Franklin County Office on Aging will comply with the Americans with Disabilities Act.

**ARTICLE 17**

**JOB CLASSIFICATIONS**

The Employer and the Union agree that, for purposes of this Agreement, it is understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as relates to matters covered by this Agreement, and any other post-employment matters pertaining to wages, hours, terms or conditions of employment.

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

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

No employee shall be permanently assigned to perform duties other than those properly belonging within their current classification. However, if an employee is temporarily assigned to perform duties other than those included in their classification; the Employer will provide written

notification of the temporary change of assignment, including the duration. If an employee is assigned to perform duties in a higher paid classification, the employee shall be paid the minimum pay range of the higher classification or their current pay rate with a four percent (4%) increase, whichever is greater, for those hours in that work week in which the employee is assigned to perform duties in the higher paid classification.

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

- A. Immediate discontinuance of the inappropriate duties being performed; employee is to be compensated for the difference between the two classifications for the period in which the duties were performed.
- B. The employee could be reclassified to a higher pay grade, the employee's rate of pay shall be adjusted to the minimum of the new pay grade or adjusted increase the current rate by at least four percent (4%) whichever results in the greater increase.
- C. The employee could be reclassified to a lower pay grade. If their current rate of pay exceeds 20% above the minimum of pay for the new pay range, the employee shall not receive any pay increases until the union and management agree otherwise.

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

If the Union believes that an entire classification should be reviewed, the above procedure

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

## **ARTICLE 18**

### **JOB POSTING AND BIDDING**

#### **Section 1.**

When a vacancy occurs or a new position is created within the bargaining unit and the Employer determines to fill said vacancy or position, the vacancy will be posted electronically on the Franklin County Human Resources website and advertised in local or other publications, at the discretion of the Employer. The vacancy will be posted for a minimum of eight (8) days. Lateral transfers may be taken within the same job classification at any time during a posting. Lateral transfers will take precedence, and if approved, applications outside the job classification will not be considered for the position. Such request for lateral transfer shall not be unreasonably denied. An employee may only obtain a lateral transfer pursuant to this section once per calendar year. If more than one employee within the classification applies for the transfer, the position will be filled by seniority as outlined in Section 3.

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

#### **Section 2.**

Each posting shall indicate:

1. Job title and brief description

2. Salary
3. Minimum qualifications
4. Supervisor's Name

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

**Section 3.**

All applications timely filed will be reviewed by the Employer for minimum qualifications. Applications will be reviewed to determine the most qualified applicant. The Employer shall be required to interview up to a maximum of four (4) internal applicants meeting the minimum qualifications. Applicants will not be denied an interview based on attendance.

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

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

**Section 4.**

**1. Voluntary Demotion After Promotion**

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

**2. Voluntary Demotion**

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

**Section 5.      **Background Checks****

Background checks ensure the Office on Aging does not employ any individual who is barred from county, state or federally funded employment because of the conviction of certain crimes. Recommended candidates, employees, and current and prospective intermittent employees, who will have or have access to FTI are required to have an FBI and BCI fingerprint background check conducted by BCI and the FBI with IRS Publication 1075 that is favorably adjudicated in accordance with the Franklin County Background Check Policy. This must occur before they are afforded access to FTI, and then every five 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 Office on Aging 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 Office on Aging. Failure to notify the Human Resources Director or their designee within 30 days of conviction may result in disciplinary action, including possible termination of employment.

## **ARTICLE 19**

### **LABOR MANAGEMENT COMMITTEE**

#### **Section 1. Purpose.**

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

#### **Section 2. LMC Meeting Process.**

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

The Employer and the Union shall use this forum not as a substitute for collective

bargaining nor as a mechanism for modifying the Agreement, rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining, but which represent impediments to a quality work environment or which threaten a department's ability to deliver services in an efficient manner. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the Employer and the Union.

**Section 3. Time of Meetings.**

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

**Section 4. Minutes of Meetings**

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

**ARTICLE 20**

**LAYOFF AND RECALL**

**Section 1.**

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

Employees will be laid off from the affected classification in accordance with their Office on Aging seniority. When seniority is equal, the employee with the lowest last four digits in their

social security number will be laid off first.

This is the only lay off procedure governing bargaining unit employees of Franklin County Office on Aging.

**Section 2.**

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

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

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

**Section 3.**

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

**Section 4.**

Employees who are eligible for recall shall be given a fourteen (14) calendar day notice of

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

## **ARTICLE 21**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

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

#### **Section 2. Management Rights**

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

- A. Determine the overall mission of the Employer as a governmental unit and take actions to carry out that mission;
- B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;

- C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work or operation of the Employer;
- D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;
- E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;
- F. Restrict the activity of an employee organization on the Employer's time except as set forth in this Agreement;
- G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;
- H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;
- I. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
- J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take over personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
- K. Transfer, discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;
- L. Lay-off employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would be ineffective, non-productive or not cost-effective;
- M. Determine, maintain, expand, change, alter, or reduce employees' compensation or benefits;
- N. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

**ARTICLE 22**

**MILITARY LEAVE**

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

A short-term military leave of absence shall be granted to an employee for a period not to exceed twenty-two (22) working days in a calendar year. Prior approval for leave must be obtained from the Appointing Authority and a request for leave must be submitted to the Appointing Authority in writing. To qualify for this leave, the employee must show their military orders to the Office on Aging Director or designee of the 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, except as otherwise stated herein.

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

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

1. Payment of wages in the amount of their regular wages less whatever amount such employee may receive as military pay. To receive any payment, the employee must either sign up for direct deposit or submit a power of attorney to payroll releasing the check to a designated individual. Also, the employee must submit copies of vouchers/pay stubs from the military to payroll as proof of military pay. Then the County will issue a check.
2. Such payment will be made to the affected employee from the time short-term military leave of absence with pay is exhausted until the end of each calendar year the employee is still on an active-duty military leave or for the duration of the employees' service on an active-duty military leave, whichever time period is less.
3. The employee will not receive payment under this provision if their military pay is equal to or greater than their wages paid by the County.
4. An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County benefits plan for the duration of such employees' active duty military leave under this provision.
5. An employee on active-duty military leave under this provision shall receive seniority for the time spent in active duty. However, vacation credits and sick leave do not accumulate during an active duty leave.
6. Upon returning from an active-duty military leave and upon making timely application for reemployment, an employee shall be returned to their former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

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

receive any additional military benefits adopted by the Franklin County Board of Commissioners for employees under the direct auspices of the Franklin County Board of Commissioners.

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

**ARTICLE 23**

**BUILDING ACCESS**

**Section 1. Access to Building by Union Officials**

Where possible, the Union agrees to contact the Office on Aging Director or designee at least twenty-four (24) hours in advance of visiting the Employer’s premises. During such visits, the Union shall be entitled to a private meeting room, if available, that shall be secured in accordance with Office on Aging procedures. Union Officials and representatives shall be granted access to the premises for the purpose of administering the CBA. Said visit shall not unreasonably interfere with the normal operations of the Agency.

If the Union officer or representative is meeting with a Union Steward during the Steward’s working hours, the meeting time is deducted from the hour(s) per week without loss of pay that the Steward or Chief Union Steward is permitted to utilize under Article 10, Section 9 (Grievance and Arbitration, Time Off).

**ARTICLE 24**

**RESERVED**



**ARTICLE 25**

**OUTSIDE EMPLOYMENT**

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

Employees will complete the Notice of Outside Employment Form referred to in Franklin County Policy BOC-61.02.

**ARTICLE 26**

**OVERTIME AND COMPENSATORY TIME**

**Section 1.**

If an employee actually works more than forty (40) hours in a workweek, the employee will be paid overtime at a rate of one and one-half (1 ½) times the employee's regular straight time rate. All overtime must have prior approval by the Agency Director or the Agency Director's designee. The employee will be required to work overtime when requested by the Employer, unless the Employer determines, in its sole discretion, that the employee's unique circumstances justify the employee's inability to work overtime.

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

**Section 2.**

An employee may, at their election, take compensatory time in lieu of overtime with prior authorization from the Employer, in compliance with the Fair Labor Standards Act and the rules promulgated there under. Compensatory time is calculated at the rate of one and one-half (1 ½) times the regular hours worked in excess of forty (40) hours in a workweek.

**Section 3.**

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

**ARTICLE 27**

**PAYDAY**

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

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

Employees are required to use direct deposit, using form(s) required by the Franklin County Auditor.

**ARTICLE 28**

**PERSONNEL FILES**

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

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

**ARTICLE 29**

**PROBATIONARY PERIOD**

**Section 1.**

The probationary period for a bargaining unit member is one hundred and eighty (180) days. At least ninety (90) days prior to the end of the one hundred and eighty (180) day probationary period the probationary employee will be provided with a written evaluation of their performance and recommendations for improvement if needed. At the same time,

recommendations from the training department will also be provided to the employee, if applicable.

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

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

**Section 2.**

An employee promoted to another bargaining unit position will be required to successfully complete a probationary period of one hundred and twenty (120) days from the effective date of the promotion to the new position.

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

**Section 3.**

Where a single classification involves work which varies substantially among different

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

**ARTICLE 30**

**PROVISION CONTRARY TO LAW**

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

**ARTICLE 31**

**RECOGNITION**

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

Included:

Case Manager – Senior Options (Traditional)

Case Manager – Senior Options (Bridge)

Excluded: All other employees of the Franklin County Office on Aging

The Employer will not recognize any other union as the representative for any employees

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

## **ARTICLE 32**

### **RECORD KEEPING**

The employee is responsible for notifying the Franklin County Human Resources Department of a new address, a new telephone number, changes in tax withholding, or changes of other information affecting employment. For income tax and health benefit purposes, the employee is responsible for notifying the Franklin County Human Resources Department when the employee adds a new dependent to the family, changes in name, experiences any change in marital status, or experiences any other qualifying life event.

## **ARTICLE 33**

### **SENIORITY**

#### **Section 1.**      **Definition of Seniority.**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service with the Office on Aging, measured in calendar days, since their last date of hire by the Franklin County Office on Aging.

#### **Section 2.**

Time spent on sick leave, work related illness or injury leave, medical or family leave, maternity leave, or military leave shall be credited towards seniority.

**Section 3.**

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

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

**Section 4. Status of Excluded Employees.**

An employee excluded from the bargaining unit shall have no rights under the provisions of this Agreement, except that an employee taking a position outside the bargaining unit shall maintain accrued seniority up to the point of said promotion. If said individual is returned to the bargaining unit prior to the completion of their promotional probationary period, then full seniority excluding time spent in the promotional probationary period shall be reinstated.

**Section 5. Updating Seniority Information.**

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

**ARTICLE 34**

**SEXUAL HARASSMENT**

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

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

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

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

**ARTICLE 35**

**SICK LEAVE, WELLNESS INCENTIVE  
AND OTHER RELATED LEAVE**

**Section 1. Sick Leave.**

Full-time employees earn sick leave at the rate of 4.60 hours for 80 or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.60-hour limitation for any pay period. Part-time employees



are not eligible for sick leave.

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

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

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

1. Illness or injury of the employee or a member of the employee's immediate family living in the same household or persons covered under the Family and Medical Leave policy. In the case of a member of the immediate family, as defined in the Family and Medical Leave Act, not living with the employee, the Agency Director or their designee will grant sick leave if the employee provides proper verification of a serious health condition as defined in the Family and Medical Leave Act. In all other cases, the Agency Director or their designee may credit sick leave where it appears justified.
2. Medical, mental health, dental or optical examination or treatment of the employee or a member of the immediate family living in the same household. In the case of a member of the immediate family, as defined in the Family and Medical Leave Act, not living with the employee, the Agency Director or their designee will grant sick leave if the employee provides proper verification of a serious health condition as defined in the Family and Medical Leave Act. In all other cases, the Agency Director or their designee may grant sick leave where it appears justified.
3. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.

An employee failing to comply with sick leave rules and regulations will not receive sick pay. Agency management may require medical certification to justify sick leave usage. Application for sick leave based upon a known misrepresentation shall result in disciplinary action up to and including dismissal and shall result in refund to the County of salary or wage paid during sick leave. Sick leave used the workday immediately before or after a holiday may require the

employee to provide a written physicians excuse within five (5) work days of the date the sick leave was used unless the leave has been approved under FMLA. The written doctor's excuse must identify the date and time that the employee was seen by the doctor for examination or treatment, and an estimate of the date of return. If an employee does not provide a doctor's excuse within five (5) days of the date of the date the sick leave was used, the Employer will not approve use of sick leave. Falsification of, or a failure to produce a doctor's excuse shall be grounds for disciplinary action up to and including dismissal.

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

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

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

Such payment will be made only once to any employee up to a maximum of three hundred and sixty (360) days. 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.

**Section 2. Bereavement Leave.**

The Employer shall maintain a Bereavement Leave Program. Additional details and processes regarding this program can be found in the Franklin County Employee Handbook. In the event the Bereavement Leave Program is removed from the Franklin County Employee Handbook, the parties will agree to negotiate details for the purposes of this agreement.

**Section 3. Wellness Incentive Program.**

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.

**Section 4. Leave Donation Program**

The Employer shall maintain a Leave Donation Program. 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.

**Section 5. Paid Family Leave**

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

**Section 6.      Personal Leave**

The Employer shall provide employees hired after the date this agreement is approved by the Franklin County Board of Commissioners 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.

The Employer shall provide employees hired prior to the date this agreement is approved by the Franklin County Board of Commissioner with sixteen (16) hours of personal leave. On January 1, 2025, the Employee shall provide employees with sixteen (16) hours of personal leave. On January 1, 2026, the Employer shall provide employees with sixteen (16) hours of personal leave. All personal leave pursuant to this section has no case 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.

The personal leave referenced in this section is in addition to any personal days or leave afforded in other sections of this Agreement.

**ARTICLE 36**

**SUBCONTRACTING**

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

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

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

**ARTICLE 37**

**TUITION REIMBURSEMENT**

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

The program criteria for the tuition reimbursement program are detailed in the Employee Handbook, Franklin County Policy BOC-52.01. All required forms can be found on the Board of Commissioners Human Resources Office of Training and Staff Development website.

**ARTICLE 38**

**UNION BULLETIN BOARD**

The Employer will provide one (1) bulletin board within the Office for the use of the Union. The Union will utilize the bulletin boards for the posting of newsletters, bulletins, or other announcements of interest to its members. The Union agrees to limit its postings to that bulletin board. The Union further agrees that no material of a political, personal, defamatory or otherwise objectionable nature shall be posted on the bulletin board.

**ARTICLE 39**

**VACATION LEAVE AND CONVERSION OF ACCUMULATED UNUSED**

**VACATION LEAVE CREDIT TO CASH**

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

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

The service required in each instance need not be continuous. However, completion of a total of six (6) months of full-time service is required before eligibility for any vacation leave is established. Upon completion of six months of service, an employee will be credited forty (40) hours of vacation leave. An employee shall have their prior service with an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave. However, an employee may not transfer vacation leave credit to the Office on Aging from an appointing authority other than the Franklin County Board of Commissioners.

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

in active paid status.

Under no circumstances may an employee accumulate vacation leave in excess of the total accrual for three (3) years plus vacation accrued in the current year. The maximum carryover on an employee's anniversary date of employment is three (3) years of vacation accrual. Employees can continue to accrue vacation for the current year without forfeiting vacation.

All requests for vacation leave must be submitted and approved through a Request for Leave Form. In order for an employee to **lock in their request for vacation**, an employee must submit the Request for Leave Form at least fourteen (14) calendar days in advance and must receive a decision within seven (7) calendar days. If an employee wishes to cancel an approved Vacation Leave, they must submit to the supervisor, a Request for Leave Form rescinding the Vacation Leave at least three (3) calendar days prior to the date it is scheduled to commence. Vacation leave requested by more than one employee covering the same period will be approved on the basis of seniority.

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

Upon separation, retirement, or death, accumulated Unused Vacation Leave Credit is converted to a cash payment calculated at the employee's rate of pay at the time of separation, retirement, or death. An employee is entitled to compensation at the employee's current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to the employee's credit at the time of separation, and in addition shall be compensated for any unused vacation leave accrued to the employee's credit for the three (3) years immediately preceding the last anniversary date of employment.

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

When separation from service is in the form of a transfer to another public agency, the

employee may elect to convert their unused vacation leave balance to cash or have the unused balance transferred, if the receiving employer agrees.

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

## **ARTICLE 40**

### **WAGES**

#### **Section 1.**

Bargaining unit employees will receive the higher of:

- (1) Three (3%) percent increase in base wages;
- (2) \$1.00 an hour increase in base wage; OR
- (3) The amount the employee would have received under the Non-Bargaining Employee 2024 Merit Pay Plan for employees who received a non-bargaining performance evaluation for the rating period of July 1, 2022 through June 30, 2023. The 2024 Merit Pay Plan is attached as Appendix B.

These amounts shall be retroactive to the first full pay period encompassing January 1, 2024, however only those employees who are employed by the Office on Aging on the date that the collective bargaining agreement is approved by the Franklin County Board of Commissioners and on the date that the retroactive wages are paid will be entitled to this wage increase.

Effective the first full pay period encompassing January 1, 2025, each bargaining unit employee will receive a three (3%) percent increase in base wages or \$1.00 an hour, whichever is greater.

Effective the first full pay period encompassing January 1, 2026, each bargaining unit employee will receive a three and a half (3.5%) percent increase in base wages.



**Section 2. Longevity Lump Sums**

Each bargaining each bargaining unit employee who has completed a minimum of three (3) years up to five (5) years of service with the Office on Aging Agency, shall receive service credit lump sum pay of \$150.00. Each bargaining unit employee who has completed five (5) years up to ten (10) years of service with the Office on Aging Agency shall receive service credit lump sum of \$250.00. Each bargaining unit employee who has completed ten (10) years up to fifteen (15) years of service with the Office on Aging Agency shall receive service credit lump sum of \$350.00. Each bargaining unit employee who has fifteen (15) years or more of service with the Office on Aging Agency shall receive service credit lump sum of \$450.00.

Years of service shall be determined annually as of November 1 for the current year. The service credit pay will not be applied to the base wage rate of the employee. The service credit lump sum pay shall be paid out annually on the first pay day in December. The bargaining unit member must be employed by the Office on Agency at the time the payment is distributed in order to receive this service credit lump sum payment.

**Section 3. Miscellaneous**

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

In recognition of retention with the bargaining unit, those employees with at least one (1) year of service with the bargaining unit on January 1, 2026 will receive a retention lump sum incentive of \$500.00.

**Section 4. Pay Grade Minimums**

Effective with the pay period which includes the date this agreement is approved by the Franklin County Board of Commissioners, the following changes to the pay grade minimums will occur as a result of increasing the minimum wage to \$18.50 an hour:

Grade 1:       \$24.34 an hour

Individual current employees who are below the new minimum rate on the date this agreement is approved by the Franklin County Board of Commissioners after application of the annual increases set forth in Section 1 shall be increased to the minimum rate for their pay grade.

**ARTICLE 41**

**DURATION**

This Agreement shall become effective upon the approval of the Franklin County Board of Commissioners, with the sole exception of wages, which are to be retroactive to January 1, 2024. It shall terminate at 11:59pm on December 31, 2026. If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (12) calendar days prior to the expiration of this Agreement and no later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be sent via email or certified mail.

FRANKLIN COUNTY OFFICE ON AGING

*Chanda Wingo*

Chanda Wingo, Director

*Laura Repasky*

Laura Repasky, Human Resources Director

Approved as to Form:

*Theresa Dean*

Assistant Prosecuting Attorney

Franklin County, Ohio

TEAMSTERS UNION, LOCAL 284

*Mark Vandak*

Mark Vandak, President  
Teamsters Local #284

*Brian Barrowman*

Brian Barrowman, Vice-President  
Teamsters Local #284

*Lisa Brosnahan*

Lisa Brosnahan, Employee Negotiation Team Member

*LeLana Harris*

LeLana Harris, Employee Negotiation Team Member

*Nataliya Mayfield*

Nataliya Mayfield, Employee Negotiation Team Member

*Jacob Skomrock*

Jacob Skomrock, Employee Negotiation Team Member

*Carmen Sosa*

Carmen Sosa, Employee Negotiation Team Member

*Julie Sullinger*

Julie Sullinger, Employee Negotiation Team Member

*Lisa Tullos*

Lisa Tullos, Employee Negotiation Team Member

**APPENDIX A****FRANKLIN COUNTY OFFICE ON AGING CLASSIFICATION AND  
SALARY SCALE**

<b>CLASSIFICATION</b>	<b>GRADE LEVEL</b>	<b>RANGE MINIMUM</b>	<b>RANGE ANNUAL</b>
Case Manager – Senior Options (Traditional)	1	24.34	\$50,627.20
Case Manager – Senior Options (Bridge)	1	24.34	\$50,627.20

## APPENDIX B

### 2024 Merit Pay Plan

Non-bargaining employees who have served in their position for a sufficient number of hours will be eligible for the merit pay plan. As part of the merit pay plan, increases for 2024 will be determined based on each employee's performance appraisal for the time period from July 1, 2022 to June 30, 2023.

The performance appraisal uses a five-point rating scale for each of the seven dimensions for non-supervisory employees or nine dimensions for supervisory employees. The appraisal rating for each dimension was converted to a numeric value based on the following:

Rating	Score
Outstanding	5
Exceeds Expectations	4
Meets Expectations	3
Improvement Needed	2
Unacceptable	1

The numeric values for each of the dimensions were added together, divided by the number of dimensions evaluated, and rounded to the nearest whole number to determine a composite score. Based on this composite score, non-bargaining increase will be calculated as follows:

Composite Score	Increase
5	4.5% or \$1.50/hour
4	4.0% or \$1.25/hour
3	3.0% or \$1.00/hour
2 or below	0.0% or \$0.00/hour

For purposes of the merit pay plan, the following non-bargaining employees will be deemed to have a composite score of 3 (i.e., increase of 3.0% or \$1.00/hour):

- Hired between July 1, 2022 and June 30, 2023
- Promoted on or after December 19, 2022
- Not provided a performance review
- Ineligible due to extended leave

Employees hired between July 1, 2023 and September 30, 2023 will be provided a 1.5% increase or \$0.50/hour.

Employees hired on or after October 1, 2023 will not be eligible for an increase.

Increases for employees who were demoted or moved to a lower pay grade on or after July 1, 2022 will be determined by the Director of Human Resources on a case-by-case basis.

All non-bargaining increases will be determined by multiplying the employee's rate of pay by the appropriate percentage, and rounding the product to the nearest cent. The increase will be the greater of this product or the dollar threshold based on the composite score.

The non-bargaining increases will be effective December 18, 2023 (for the January 12, 2024 pay date).

## APPENDIX C

### Job Audit Bargaining Unit Members of Teamsters Local 284

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

### **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.

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### 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