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UNION AGREEMENT BETWEEN
THE FRANKLIN COUNTY VETERANS SERVICE COMMISSION
AND
COMMUNICATION WORKERS OF AMERICA
January 1, 2011 – December 31, 2013

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ARTICLE 1

RECOGNITION CLAUSE

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed full-time and regular part-time by the Employer as set forth in the SERB certification, Case No. 06-REP-12-0179.¹ (See Appendix 1), and any amendments thereto.

Section 1.2. In the event the employer changes the duties of a position within the bargaining unit as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall bargain with the Union over the subject of whether the new or changed position will be included in or excluded from the bargaining unit. If the Employer and the Union cannot agree on the bargaining unit status of the position in question, the parties may petition the State Employment Relations Board for a clarification of the bargaining unit pursuant to the provisions of Chapter 4117 of the Ohio Revised Code and O.A.C. Chapter 4117.

ARTICLE 2

NON-DISCRIMINATION

The Employer and the Union recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices. The Employer and Union recognize the moral principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to unlawfully discriminate against any bargaining unit employee based upon the employee's race, color, religion, national origin, age, sex, sexual orientation, legally recognized physical or mental disability, veteran status, or union affiliation.

ARTICLE 3

CHECK-OFF, DUES AND FAIR SHARE

Section 3.1. The Employer will deduct regular monthly dues from the pay of bargaining unit members, in an active pay status, who are members of the Union upon receipt of individually signed authorizations on a form which has been approved by the Employer.

Section 3.2. The first such deduction will be made as soon as practical thereafter, but in no event later than thirty (30) days following receipt by the Employer of the dues deduction authorization. The Employer will provide the Union with a schedule of the deadline dates for

¹ While the SERB certification of CWA Local 4501 does not include part-time employees, the Union and the Employer recognize and include part-time employees in the classifications referenced in SERB's certification in the Agreement's recognition clause.

submission of dues deduction authorizations. Dues deduction authorizations received in the Payroll Department prior to any deadline will be processed so as to provide the first dues deduction on the payday indicated on the schedule.

Section 3.3. The Employer will deduct as a condition of employment a fair share fee from employees in the bargaining unit who are not members of the Union. Such deductions shall begin 180 days following the beginning of employment or the effective date of this Agreement, whichever is later. The fair share fee and all related union procedures, including the internal rebate procedure specified by Ohio Revised Code Chapter 4117.09 (C), shall conform to the requirements of state and federal law. Within 30 days following execution of this agreement the Union shall send written notice to the Employer of the amount of the fair share fee to be deducted. If the amount of the fair share fee is changed, the Union shall send written notice to the Employer.

Section 3.4. The Union shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section 3.5. Within sixty (60) days following the effective date of this Agreement, the Employer will furnish to the Union a list of the number of employees in each position of employment/classification in which the Union has bargaining unit members. An additional list will be furnished bi-annually during the term of this Agreement. The Employer will provide the Union, on an annual basis, a list of all bargaining unit members' names, work addresses, and hourly rates of pay.

Section 3.6. When a bargaining unit member is taken off of active pay status and dues are not deducted, when a bargaining unit member returns to active pay status, the Employer shall reinstate dues or fair share fee deductions beginning with the date of return to work.

Section 3.7. The Employer agrees that during the life of this Agreement, it will continue to provide the Local Union President with alphabetical and departmental dues deduction rosters each month. In addition, the Employer will provide a monthly list of individuals who have been deleted from the previous month's dues deduction roster.

The Employer shall process and forward dues deduction and fair share fees to the Union by the 15th of the month immediately following the month deductions are made from the employees' paychecks.

Section 3.8. The Employer will deduct voluntary contributions to the CWA Committee on Political Education (COPE) from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a position/job classification outside the bargaining unit.
- C. The contribution amount shall be certified to the Employer by the Union. The Union shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Treasurer of COPE, CWA, 501 Third Street, N.W., Washington, DC 20001. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated.
- D. All COPE contributions shall be made as a deduction separate from the fair share fee and dues deductions.

ARTICLE 4

NO STRIKE – NO LOCKOUT

Section 4.1. The Union agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will call, authorize, participate, or engage in any strike, work stoppage, boycott, stay-home or slowdown/withholding of services, as defined in O.R.C. §4117 during the term or extensions of this Agreement. Further, employees shall not participate in, promote, authorize, instigate, aid, condone or engage in any strike, unlawful picketing, boycott, stay-home, sit in, stand in, work stoppage, slowdown/withholding of services, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work or the employer's business or operation during the term or extensions of this Agreement.

Section 4.2. In all cases of strike, slowdown or work stoppage, boycott, stay-home or other interruption or interference of a like or similar nature with the work of the department, the local Union, upon being informed of such action, shall take immediate, affirmative action to inform the participating employees that their conduct is in violation of this Agreement and will also urge the employees to cease such activity.

Section 4.3 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

Section 4.4. In the event that any employee or group of employees engages in any of the prohibited conduct described above in Section 4.1 during the term of this Agreement or any extensions thereto, the Employer has the right to discipline, up to and including discharge, any employee who engages or participates in such activities, subject to the grievance and arbitration procedure.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. The Union shall recognize the right and authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations and to exercise the prerogatives of management, and more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select training, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees.
2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed, including implementation of necessary action in emergency situations;
3. To determine the Agency's budget, goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
4. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to the lack of work, lack of funds, or abolishment of position;
5. To determine the hours, including overtime, work schedules, and to establish the necessary work rules for employees;
6. To determine when a job vacancy exists, the duties to be included in all job descriptions, and the standard of quality and performance to be maintained.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Veterans Service Commissioners not specifically modified by the Agreement or ensuing agreements shall remain the function of the Veterans Service Commissioners. However, the Union specifically retains its rights under Chapter 4117 of the Ohio Revised Code to bargain over wages, hours, terms and other conditions of employment and over management decisions as they affect wages, hours, terms and other conditions of employment.

ARTICLE 6

LABOR MANAGEMENT COMMITTEE

Section 6.1. The employer and the Union will meet quarterly (January, April, July, and October), if the need arises, to discuss matters of mutual concern should either party deem it necessary. The Employer and the Union may meet more frequently if necessary, by mutual agreement of the parties. The committee shall be composed of four (4) members: two (2) representing the Union and two (2) representing the Employer. No employee will suffer loss of wages due to attendance at Labor/Management committee meetings. The purpose of this committee is to discuss, explore, and study problems and processes and to improve services to the veterans of Franklin County; including discussing ways to improve the work environment of the agency referred to it by the parties to this Agreement. The committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied.

Labor/Management committee meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. The committee shall have no authority to change, delete, or modify any of the terms of the existing contract between the parties, or to settle grievances arising under the Agreement.

Section 6.2. Two (2) weeks prior to the scheduled date of the meeting the parties shall submit to the other party an agenda with a list of the issues they wish to discuss and the names of their representatives who will be attending. No meeting will be held if the Employer and the Union mutually agree that it is not necessary, and/or agendas were not submitted by the parties.

Section 6.3. The purpose of such meetings will be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes to be made by the Employer which would affect the bargaining unit;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Consider and discuss health and safety matters relating to employees; and
- F. Discuss any other issues agreed to by the parties.

ARTICLE 7

UNION REPRESENTATION

Section 7.1. The Employer will recognize a Chief Steward for the purpose of investigating and processing grievances and attending meetings in accordance with the provisions of this Agreement. The Union may designate two (2) alternate stewards to act in the absence of the Chief Steward. Only one of the alternate stewards may act in the absence of the Chief Steward at one time. In addition, the Employer agrees to recognize the President, Vice President, Secretary and Treasurer as officers of the Union and Union representatives. No employee shall be recognized as an officer, Steward, alternate Steward, or Union representative until the Union has presented the Employer with written notice of that person's selection or appointment.

Section 7.2. The Union shall be provided six (6) hours per month during regularly scheduled work hours for investigating and writing grievances, so long as it does not interfere with the daily operations of the office. If more than six (6) hours is needed in a month, then the Chief steward may request additional time for any one month. Approval will not be unreasonably denied under the following criteria:

1. It does not interfere with the daily operations of the office.
2. It does not occur in consecutive months
3. It is supported by increased activity (e.g., multiple corrective actions or scheduled grievances).

In addition, attendance at grievance hearings by the grievant, the Chief Steward or alternate steward during working hours shall be without loss of pay. However, no more than a total of two (2) bargaining unit employees may attend the grievance hearing without loss of pay as designated by the Union. The grievant's, Chief Steward's, or the alternate steward's attendance for investigating and/or writing grievances, grievance hearings or pre-disciplinary hearings during regular work hours shall be without loss of pay. Grievance hearings and pre-disciplinary hearings shall be reasonably scheduled within regular working hours so as not to discourage attendance of the grievant, Chief Steward or alternate steward.

Section 7.3 Officers and Union representatives of Communications Workers of America, Local 4501, AFL-CIO, shall be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and writing grievances and attending grievance hearings and pre-disciplinary hearings, upon reasonable notice to the Employer or its designee and so long as it does not interfere with the daily operations of the office..

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

The Union shall not conduct Union activities pertaining to the investigation, writing or processing of a grievance in work areas without notifying the Executive Director or his or her designee. No official of the Union, employee or non-employee shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

Section 7.5. One Steward or other employee Union representative designated by the President of the Union shall be allowed to attend Union Conventions or Local Union meetings. To the extent any such time is during such Steward or representative's scheduled working hours they shall be allowed to take vacation, and if vacation is exhausted, to take approved leave without pay up to five (5) working days if not disruptive to the Employer's operation.

Section 7.6. The Employer agrees to provide space for bulletin boards in agreed upon areas of the facility for use by the Union. The Union will provide locked bulletin boards one of which is to be placed in the break room for the use of the Union and its members.

Notices of Union meetings, elections, and announcements of Union activities and programs may be placed on the bulletin boards. Other notices will be initialed by the Union steward and the Director. It is also understood that no material may be posted on the bulletin boards at any time which is disparaging or defamatory toward the Employer. Racial, religious, sexual, or other unlawfully discriminatory or offensive communications may not be posted on the bulletin boards.

Section 7.7. The Chief Union Steward or one of his/her alternate(s) if the Chief Steward is unavailable may utilize the county e-mail system solely for investigating and processing grievance(s) and pre-disciplinary hearing matters. The use of the Agency fax machine can only be used for processing grievances or preparation for a pre-disciplinary hearing within forty-eight (48) hours of the deadline to file a grievance, appeal a grievance, or prior to the pre-disciplinary hearing and after notification to the supervisor of such need for the use. The Union shall make a reasonable effort to prepare for hearings, grievances, and appeals in advance of the forty-eight (48) hour period to reduce the need for the use of the Agency fax. There shall be no expectation of privacy for any employee using the county e-mail system or the Agency fax machine. All e-mails from the county e-mail system may be subject to a public record request. The Employer retains the right to audit the e-mail system and the use of the Agency fax machine for compliance.

ARTICLE 8

CIVIL SERVICE LAW

In accordance with Ohio Revised Code Section 4117.10(A), the terms and conditions of this Agreement specifically supersede and/or prevail over conflicting provisions in the Ohio Revised Code and/or the Ohio Administrative Code.

ARTICLE 9 CORRECTIVE ACTION

Section 9.1. In order for the Employer to maintain a desirable standard of employee conduct and level of productivity, certain policies must be enforced. The Director or his designee has the responsibility of administering disciplinary policies concerning employees within the Agency. Some misconduct may justify immediate suspension or dismissal however, generally, the Employer follows the concept of progressive discipline. The Director may, at his discretion, forgo advancing to a higher level of progressive discipline in particular cases. Exercising this latter option shall not establish a precedent with respect to the disciplinary matters covered by this article. If an employee violates a work rule or policy, disciplinary action may be necessary, including the following steps:

1. An Oral Reprimand (documented) will be conducted with an employee if there is an indication of unsatisfactory work or poor behavior.
2. A Written Warning will be given to the employee to let the employee know where he has fallen short of the Employer's standards of conduct. Employees will also be told if their conduct has placed their jobs in jeopardy, and penalties for continued violations will be outlined.
3. A Three (3) Day Suspension without pay, by the Appointing Authorities.
4. A Five (5) Day Suspension without pay, by the Appointing Authorities.
5. Dismissal or Removal with notice of discharge, by the Appointing Authorities.

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

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

Employees, other than those serving a probationary period, will be permitted to attend a pre-disciplinary hearing prior to receiving a suspension or being removed.

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

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

Section 9.4. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an

opportunity to offer an explanation of the alleged conduct. Notice of the pre-disciplinary conference shall be provided to the employee and the Chief Steward at least 48 hours prior to the scheduled hearing. The pre-disciplinary hearing shall take place no later than thirty (30) days after the investigation is completed by the Employer. The Employer's investigation shall be completed in a reasonable time period, however it is agreed by the parties that when criminal charges are involved, the investigation time period may be necessarily extended. The Union shall have the right to be present at any pre-disciplinary hearing or meeting to represent the employee.

Section 9.5. Any employee in disagreement with the disciplinary action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

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

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

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

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

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

E. Suspensions of more than three (3) days shall not be used for any purpose if five (5) years have passed since the date of the suspension, provided that the employee has had no further disciplinary action during this period. This provision shall be applied retroactively such that it applies to all existing disciplinary documentation contained within the employee's personnel file.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement. The grievance procedure shall be the sole and exclusive remedy for resolving disputes between the parties, except that as to disciplinary matters, grievances pertaining to a verbal or written reprimand may only be appealed through Step 2 of the grievance procedure. A grievance pertaining to a suspension, removal or termination shall automatically commence at Step 3 of the grievance procedure, and is subject to Step 4, arbitration. The only recourse for a suspension or termination is through the grievance and arbitration procedure and cannot be pursued through the State Personnel Board of Review.

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

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

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

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

Step 2: If the grievance is not resolved in Step 1, the grievance shall be appealed to the Director within five (5) work days of receipt of the Step 1 answer. The Director shall have ten (10) work days in which to schedule a Step 2 grievance meeting with the aggrieved employee and his

Steward. The Director or his designee shall investigate and respond in writing to the grievant, the Union Steward, and the Local Union President within five (5) work days following the meeting date.

Step 3: If the grievance is not resolved in Step 2, the appropriate Union Steward, may appeal the grievance to the Veterans Service Commissioners or their designee within five (5) work days after receiving the Step 2 answer. The Commissioners or their designee shall have ten (10) work days in which to schedule a meeting with the aggrieved employee, the Local Union President or designee, and the Steward. The Commissioners or their designee shall investigate and respond to the grievant and the Union Steward within five (5) work days following the Step 3 meeting.

Step 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event that the grievance is not referred to arbitration by the Union within the time limit prescribed, the grievance shall be considered resolved based upon the Step 3 reply. The Union shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall submit a copy of such request to the Employer. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator. If the parties are unable to mutually agree on an arbitrator an arbitrator will be selected by the parties by alternative strike with the parties right to strike the first name being determined by a flip of the coin.

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

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

All costs directly related to the services of the arbitrator shall be borne equally by the parties. If the parties cannot agree upon appropriate payment, that matter will be referred back to the arbitrator for a decision on payment. Expenses of any witnesses shall be borne, if any, by the party calling the witnesses. The fees of any court reporters shall be paid by the party asking for same, such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. If a grievance is settled prior to a scheduled arbitration hearing the parties shall split the cost of any cancellation fees. Employees, stewards or Union officers requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena. The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and required by either the Union or the Employer at the employee's applicable rate of

pay, solely for the period of time it is necessary for him to attend and testify at the hearing. Employees who have been terminated or have been suspended without pay are not eligible to receive payment for the time they appeared during the hearing, unless the parties agree to pay the employee or an arbitrator specifically grants a back pay award covering the period of time the employee would have normally been scheduled to work. Where practicable, the employee witness shall be placed on call for purposes of his attendance at an arbitral hearing so that the Employer does not necessarily incur increased costs.

It is agreed that any request for attendance shall be made in good faith.

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

1. The aggrieved employee's name and signature.
2. The aggrieved employee's position.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

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

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

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

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

ARTICLE 11

RULES AND REGULATIONS

The Employer shall implement work rules and regulations. Copies of all departmental work rules, regulations, policies and procedures shall be given to each bargaining unit member and to the Union. Any changes in the departmental rules, regulations, policies and procedures shall be given to the employees and the Union upon adoption.

ARTICLE 12

PROBATIONARY PERIODS

Section 12.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) days. The probationary period may be extended up to thirty (30) days by mutual agreement of the Employer, the employee and the Union.

Section 12.2 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and continue for a period of one hundred twenty days (120). The probationary period for promoted employees may be extended up to thirty (30) days by mutual agreement of the Employer, the employee and the union. Employees who fail promotional probation will be returned to their former position.

Section 12.3 A probationary employee's performance will be evaluated after sixty (60) days of employment and at the end of their probationary period.

ARTICLE 13

SENIORITY

Section 13.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Franklin County Veterans Service Commission.

Section 13.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3. During January of each calendar year that this Agreement is in effect, the Employer will furnish the Union a list of all bargaining unit employees' seniority. The Union will have thirty (30) days from receipt of that list to notify the Employer of any corrections to be made.

Section 13.4. If two (2) or more employees have the same hire date, than seniority shall be determined in the following manner:

- A. The employee with the earliest date of application shall be determined the most senior.
- B. If there still exist two (2) or more employees with the same seniority after application of Section 13.4 above, than seniority shall be determined by time of military service.
- C. Any partial time served shall be calculated to reflect all continued service time with the FCVSC.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1. This article intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of either hours of work per day or hours of work per week.

Section 14.2. Should the Employer desire to alter the normal workweek or workdays as described herein, the Employer will first discuss and negotiate such alteration with the Union.

Section 14.3. The standard workweek for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, which shall normally consist of five (5) days of eight (8) hours per day Monday through Friday, exclusive of one (1) half hour lunch period. The work week shall commence at 12:01 a.m. Sunday of each calendar week and end at 12:00 midnight the following Saturday.

When emergency circumstances require an employee to work in excess of the normal forty (40) hour workweek, work schedules for that week will not be altered to intentionally avoid payment of overtime unless mutual agreement occurs between the affected employee, the Union and the Employer.

Section 14.4. For the purposes of computing overtime, an overtime eligible employee will receive overtime compensation for hours actually worked in excess of forty (40) hours per workweek. For the limited purpose of calculating overtime in this section hours worked includes paid holidays. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 14.3 above, the employee shall be paid overtime

for such time over forty (40) hours in a calendar week at one and one-half (1½) times his regular rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

Section 14.5. Bargaining unit employee will normally be permitted two (2) fifteen (15) minute paid breaks per workday. One break will be taken in the morning, one in the afternoon. Loss of break will not result in the carry-over of any missed break time.

Section 14.6. Overtime opportunities that arise from causes other than employee's normal workload shall, to the extent practical, be equally divided between the employees who normally perform the type of work available.

Section 14.7. In lieu of overtime pay, as provided in Section 14.4 above, an employee may elect to take compensatory time with prior authorization from the Director or his designee, at the rate of one and one-half (1-1/2) hours compensatory time off for each hour of overtime worked. Compensatory time must be used within One Hundred Eighty (180) days after earning such time. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The Employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off. Employees who quit, retire or are terminated shall be paid for all accrued but unused compensatory time at their then current hourly rate.

ARTICLE 15

MILITARY LEAVE

Section 15.1 A short-term military leave of absence shall be granted to employees for a period not to exceed twenty-two (22) working days in a year. Prior approval for leave must be obtained from the Director and a request for leave must be submitted to the Director in writing. To qualify for this leave, the employee must show his/her military orders to his/her Director prior to reporting to duty.

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

Extended voluntary military leave, beyond 22 working days in a year, shall be granted to employee without pay upon submittal of military orders prior to the requested leave so long as the extended period of leave does not interfere with the mission of the Agency.

Extended voluntary military leave without pay shall receive seniority for the time spent in the military service contingent upon their return to work. However, vacation credits and sick leave do not accumulate during the extended voluntary military leave. Upon returning from such leave and upon making timely application for reemployment pursuant to the Uniform Service Employment and Re-Employment Rights Act, an employee shall be returned to his/her former position or equivalent position of employment and responsibility. Such a returning employee

will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

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

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

Such payment will be made to the affected employee from the time short-term military leave of absence with pay is exhausted until the end of each calendar year the employee is still in active status or for the duration of the employee's service in the active military, whichever time period is less.

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

An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County benefits plan for the duration of such employee's active military service under this provision.

Employees on active duty leave under this provision shall receive seniority for the time spent in active duty. However, vacation credits and sick leave do not accumulate during an active duty leave.

Upon returning from an active duty leave and upon making timely application for reemployment, pursuant to the Uniform Service Employment and Re-Employment Act, an employee shall be returned to his/her former position or equivalent position of employment and responsibility. Such a returning employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

ARTICLE 16

CIVIC DUTY LEAVE

Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by a federal court, a state court, an administrative agency or arbitrator. Bargaining unit employees subpoenaed as witnesses before any court, commission, board, agency, arbitrator or other legally constituted body or tribunal authorized by law to compel the attendance of witnesses, where the bargaining unit employee is not a party to the action, and has no material interest in the outcome shall receive full pay for regularly scheduled working hours missed due to complying with the subpoena. Any fees

received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee.

It is understood that an employee released from jury duty or from an administrative agency or arbitrator prior to the end of his scheduled workday, shall report to work for the remaining scheduled hours, provided that at least two (2) hours of the workday remains.

ARTICLE 17

SICK LEAVE USAGE AND WELLNESS INCENTIVE

Article 17.1. Sick Leave. Bargaining unit members will earn sick leave at the rate of 4.6 hours for 80 or more hours while on active pay status in any pay period. The time credited is strictly proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Sick leave accrual at the rate of 4.6 hours will be retroactive to January 1, 2007.

Sick leave is charged in minimum units of .0167 (1 minute) hours. Employees are eligible for sick leave only for days on which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal work day or work week earnings.

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

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

Sick leave granted by reason of death in the immediate family will not exceed five (5) working days. Two (2) days of sick leave taken each year for a death in the immediate family will not be counted as an absence for purposes of the wellness program, if the employee provides documentation verifying the death and proving that the decedent was part of his or her immediate family. Immediate family is defined as mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent.

3. Medical, dental or optical examination or treatment of the employee or a member of the immediate family living in the same household. (In the case of a member of the immediate family not living with the employee, the Director may credit sick leave when it appears justified.)

4. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.

Employees failing to comply with sick leave rules and regulations will not receive sick pay; however, sick leave will not be unreasonably denied. Application for sick leave based upon a known misrepresentation shall result in disciplinary action up to and including dismissal and shall result in refund to the County of salary or wage paid during sick leave. If an employee is off more than three (3) days on sick leave, the employee must provide a written doctor's excuse to his/her supervisor. Falsification of, or a failure to produce a doctor's excuse shall be grounds for disciplinary action up to and including dismissal.

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

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

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

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

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

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

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

Section 17.2. Wellness Program. The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. The wellness period will

commence during the first day of the pay period in which December 1, 2007 falls. All new full-time employees hired after December 1, 2007 are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to either a cash payout, or to an equal number of personal leave hours.

1. If a full-time employee uses 8 hours or less of sick leave during a wellness period, the employee may convert up to 40 hours of sick leave to either a cash payout, or to personal leave hours.
2. If a full-time employee uses between 8.25 and 16 hours of sick leave during a wellness period, the employee may convert up to 32 hours of sick leave to either a cash payout, or to personal leave hours.
3. If a full-time employee uses between 16.25 and 24 hours of sick leave during a wellness period, the employee may convert up to 24 hours of sick leave to either a cash payout, or to personal leave hours.
4. If a full-time employee uses between 24.25 and 32 hours of sick leave during a wellness period, the employee may convert up to 16 hours of sick leave to either a cash payout, or to personal leave hours.
5. If a full-time employee uses between 32.25 and 40 hours of sick leave during a wellness period, the employee may convert up to 8 hours of sick leave to either a cash payout, or to personal leave hours.

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

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

ARTICLE 18

LEAVES OF ABSENCE

Section 18.1. The Commissioners recognize that exceptional circumstances may arise which require an employee to take time off. An example is a new employee becoming a parent before attaining eligibility for FMLA benefits and prior to accruing significant balances of paid leaves. Authorized leave of absence without pay (LWOP) could include an absence for which you do not use holiday time, your accrued paid leave (sick, vacation, personal), your FMLA entitlement,

or other paid leaves. Authorized leave requires approval which is granted at the sole discretion of the Commissioners. Your agency director or designee may recommend approval to the Commissioners for personal, medical, military, or other reasons subject to final approval by the Commissioners.

- For LWOP of two weeks or less, approval has been delegated to your agency's director.
- For LWOP of more than two weeks, approval must be authorized by the Commissioners.

Request LWOP

You may request leave without pay on a Request for Leave form. Give the form to your director or designee:

- Provide at least 2 weeks in advance, if possible.
- Include the reasons for the leave.
- Include start of leave and return to work dates.

Approval Considerations

Criteria for considering requests for a leave of absence without pay include the reason, the duration, and the needs of the department and impact on operations. If the LWOP is for medical reasons, you must furnish a Medical Certification form.

Duration

An authorized LWOP typically will be granted for twelve (12) weeks or less. Time on LWOP shall not be counted as time in service for purposes of determining seniority or vacation rights. Time in authorized LWOP status runs concurrently with FMLA leave, if applicable.

Leave may be extended beyond twelve (12) weeks. *(Requires written recommendation of the agency director and with the approval of the Commissioners).*

LWOP for medical purposes typically does not exceed six (6) months. Generally, you need to provide medical certification documenting a date when you will be able to return to work within the six (6) months.

Health Care Insurance

If you are enrolled in the County's health care insurance benefit program, you may continue health care coverage while on LWOP. Contact your Payroll Officer to find out how to continue paying your share of the premium while on leave or upon your return.

Return to Work

When you return from a leave, you will be returned to the same position or classification held prior to the leave. If the LWOP was for a medical reason, you must furnish a medical release form to be returned to work (see Medical Certification and Fitness for Duty). Failure to return to work on the first workday following the end of a leave will place you in an unauthorized leave without pay status and could result in disciplinary action.

Section 18.2. Maternity Leave. The law provides that maternity leave shall be treated in the same manner as any other short term disability. An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer along with a signed physician's statement.

- A. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties.
- B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
- C. An employee's health benefits will remain in effect while the employee is on medically authorized and documented maternity disability leave, as long as the employee continues to pay their portion of the monthly premium for health insurance coverage. An employee may use accrued sick leave and vacation leave while on maternity leave up to a period of six (6) weeks unless medical documentation supports extension on leave beyond six (6) weeks. Leave Without Pay may also be requested for maternity leave. Maternity Leave is not in addition to Family Medical Leave, therefore if twelve (12) weeks of maternity leave is utilized as a consequence of documented medical complications, all Family and Medical Leave is exhausted. When a leave qualifies under the Maternity leave Policy and the Family and Medical Leave Policy, Family and Medical Leave shall be utilized rather than Maternity Leave. Time off for Maternity Leave shall be counted against any available Family Medical Leave.
- D. No later than thirty (30) days after delivery, the employee will notify the Employer in writing, of her desire to return to work and her anticipated date of return. Employees who desire to return to work shall be placed in their original position or a substantially equivalent position, at the applicable rate of pay.
- E. For the duration of Maternity Leave, the Employer will maintain the employee's health coverage under the "group health plan" under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back the Employer health insurance premiums paid by the employer during a maternity Leave if the employee does not return to work at the end of the County approved leave.

Section 18.3. Family and Medical Leave of Absence. A family or medical leave of absence (FMLA) may be granted to an employee if the employee has worked for the Employer for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) months and otherwise qualifies for the leave under the current applicable federal law and the rules and regulations promulgated thereunder.

Upon request, an employee may take a medical or family leave of absence of up to twelve (12) weeks during a twelve (12) month period (which begins the date his/her first leave of absence begins) for the following reasons: (1) the birth of a child and to care for the baby; (2) the

placement of a child for adoption or foster care (the employee may take the leave addressed in subpart (1) and subpart (2) any time up to twelve (12) months from the date of the birth or placement; (3) to care for the employee's spouse, child or parent with a serious health condition; and (4) a serious health condition that makes the employee unable to work.

An employee must submit a request for leave of absence at least thirty (30) days in advance of the leave when the leave is foreseeable. When such leave is unforeseeable, the employee must submit a request for leave of absence as soon as practicable. A "Certification of Physician or Practitioner" form must accompany any request for a medical or family leave taken under the FMLA. (The Director may require a second opinion at the Employer's expense. If the first and second opinion conflict, the Director and the Employee shall mutually select a physician to provide a third opinion. The third opinion shall be at the Employer's expense.)

An employee must substitute any of the employee's accrued paid vacation, personal or sick leave for any part of the twelve (12) week leave taken under FMLA because of a serious health condition of the employee or employee's family member. An employee must substitute any of the employee's accrued paid vacation or personal leave for any part of the twelve (12) week leave taken under FMLA because of birth, placement, or adoption of a child. If the employee does not have enough accrued leave time to cover the absence, he/she may apply for leave without pay necessary to complete the twelve (12) weeks allowed. If the employee has more than twelve (12) weeks of accrued sick and/or vacation time, he/she may take more than twelve (12) weeks only upon written recommendation of the Director and with the approval of the Veterans Service Commissioners. Upon the employee's return from FMLA leave, the employee will be reinstated to his/her former position or an equivalent position.

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

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

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

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

Section 18.4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer.

Section 18.5. All leaves of absence (and any extensions thereof) must be applied for in writing and, if granted, will be granted in writing on forms provided by the County (copy to the employee). An employee will be notified within five (5) working days from the date application was made.

ARTICLE 19

TUITION REIMBURSEMENT POLICY

Section 19.1 Employees are encouraged to further their education in keeping with the Veteran Service Commissioners' commitment to improve employee skills within the County. The following Tuition Reimbursement Policy is designed to encourage employees to take educational course work that will enhance their job performance.

Section 19.2 Who is eligible?

Any full-time employee of the Veterans Service Commission who has completed one or more years of continuous active service prior to the start of the course(s) shall be eligible for tuition reimbursement in courses of instruction voluntarily undertaken. However, no employee on an unpaid leave of absence, unauthorized leave of absence, disability leave, or injury leave may apply for tuition reimbursement.

Section 19.3 What courses can be taken?

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

Section 19.4. Where may course work be taken?

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

Section 19.5. When may course work be taken?

All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Director. All courses are subject to approval by the

Veterans Service Commissioners. Any situation which, at the discretion of the Director, would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

Section 19.6. Application Procedures:

Applying to participate in the tuition reimbursement program:

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

Section 19.7. Financial Assistance.

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

Section 19.8. Obtaining Reimbursement

Reimbursement for tuition will be made when the employee presents the following documents from the institution to the Director, which will be forwarded to the accounts payable department:

An official certificate or a grade report confirming satisfactory completion of the approved course, i.e., grade of "C" or better;

A fee card or statement of account;

A receipt of payment.

A completed employee expense report form

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

Section 19.9. Payment Schedule for Tuition Reimbursement

Reimbursement for instructional fees will be based upon successful completion of the course. Instructional fees will be reimbursed up to \$5,000 in any calendar year. These amounts are based on courses approved in a calendar year. In other words, reimbursement is applicable to the calendar year in which courses are approved and satisfactorily completed. Successful completion shall mean obtaining a grade of "C" or better. If the course is failed or a grade of "D" or lower is received, the County will not pay any tuition reimbursement. If an employee is voluntarily or involuntarily separated from employment with the Veterans Service Commissioners for any reason during the duration of this course(s), reimbursement for tuition will not be paid by the County. This includes courses recently completed but not yet reimbursed.

Any employee participating in the tuition reimbursement program who resigns or retires or is removed for cause must repay the tuition reimbursement paid by the County for course(s) completed less than two (2) years prior to the date of separation or removal. The employee will be invoiced for the tuition assistance reimbursement amount.

ARTICLE 20

LAYOFFS / RECALL

Section 20.1. Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of the economy or efficiency to reduce the work force of the Franklin County Veterans Service Commission, all probationary employees shall be laid off by reverse seniority before any other bargaining unit member. All other bargaining unit members shall be laid off by reverse seniority within the two job classifications. "Classifications" for the purpose of this Article shall be defined as "Service job titles" and "Administrative job titles."

Section 20.2. When overall seniority of two (2) or more employees is equal, the employees shall be laid off according to length of service in the position.

Section 20.3. The employees to be laid off and the Union shall be given a minimum of two (2) weeks advance written notice of a layoff, indicating the circumstances which make the layoff necessary.

Section 20.4. In the event an employee is laid off, they shall receive payment for earned but unused vacation and for unpaid overtime. Unused and accrued sick leave shall be made payable upon request to the bargaining unit member after exhaustion of the recall period if the bargaining unit member was not recalled back to work or if the bargaining unit member waives their right to recall in writing. Sick leave shall be paid out according to County policy.

Section 20.5. The Commission shall recall laid off employees by seniority, beginning with the most senior employee in the affected classification and progressing to the least senior employee in the affected classification up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff.

Section 20.6. An employee on layoff will be given ten (10) business days notice of recall from the date on which the Commission sends the recall notice to the employee by certified mail to their last known address as shown on the Commission's records. In the event an employee does not respond during the ten (10) business day period, they shall be terminated, unless satisfactory excuse is shown.

Section 20.7. Employees on layoff shall be given right of first refusal for any temporary or part-time assignments within the bargaining unit qualified for the position and only when the temporary or part time assignment is hired during the period of time any bargaining unit employee is on layoff.

Employee(s) on layoff shall be given ten (10) business days notice of an available temporary or part time assignment by certified mail to their last known address as shown on the Commission's records. The certified mail shall be sent on the same day as the internal posting of the position in accordance with Article 21 titled Job Postings. The employee shall have ten (10) business days to respond to the notice. In the event an employee does not respond during the ten (10) business day period, they shall be deemed to have waived their right of first refusal under this article, unless satisfactory excuse is shown.

ARTICLE 21

JOB POSTINGS

When a vacancy occurs within the bargaining unit and the employer decides to fill said vacancy, the employer shall notify the union, and post the vacancy within thirty (30) days from the time the position becomes vacant. A job vacancy for a position within the bargaining unit shall be posted for a minimum of five (5) working days on designated bulletin boards, including the union bulletin board, in the Veterans Service Commission office. All internal applicants, who meet the minimal qualifications for the position, shall be given an interview.

ARTICLE 22

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

Section 22.1. All full-time employees earn annual vacation according to their number of years of service as follows. Vacation accrual will commence with the first pay following approval of this agreement by the Franklin County Veterans Service Commission.

- | | |
|--|--|
| 1. Less than one (1) year of service: | No vacation |
| 2. One (1) year of service but less than five (5) years: | 80 hours per year (3.1 hrs. per pay)
(10 working days) |
| 3. Five (5) years of service but less than ten (10) years: | 120 hours per year (4.6 hrs. per pay)
(15 working days) |

- | | |
|---|--|
| 4. Ten (10) years of service but less than fifteen (15) years: | 160 hours per year (6.2 hrs. per pay)
(20 working days) |
| 5. Fifteen (15) years of service but less than twenty (20) years: | 180 hours per year (6.9 hrs. per pay)
(22.5 working days) |
| 6. Twenty (20) years or more of service: | 200 hours per year (7.7 hrs. per pay)
(25 working days) |

The service required in each instance need not be continuous. However, completion of a total of one (1) year of full-time service is required for eligibility for any vacation leave is established an employee an employee shall have his/her prior service with a state, federal, county, and municipal corporation, or Township counted for the purpose of computing the amount of the employees vacation leave. Vacation is credited each biweekly period. At the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year; at the rate of 4.6 hours per pay period for those entitled to 120 hours of vacation per year; at the rate of 6.2 hours per pay period for those entitled to 160 hours of vacation per year; at the rate of 6.9 hours per pay period for those entitled to 180 hours of vacation per year; and at the rate of 7.7 hours per pay period for those entitled to 200 hours of vacation per year.

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

No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at the employee's current rate of pay for the prorated portion of any earned, but unused, vacation leave for the current year to the employee's credit at the time of separation, and in addition, shall be compensated for any unused vacation leave accrued to the employee's credit for the three (3) years immediately preceding the last anniversary date of employment. The maximum carryover on an 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. The maximum amount of vacation accrual is three (3) years plus the current year's accrual.

All vacations shall be scheduled and approved in advance by the Director or his/her designee, as deemed appropriate. On or before October 15th the vacation request calendar will be opened up for employees to add their vacation requests for the upcoming year. The vacation request calendar will be closed on or about November 15th. The Director of his/her designee will approve or deny the requests by stating so on the vacation request calendar by December 15th. All approved leave requests will be submitted by the employees in writing by using the Request For Leave Form to Payroll by December 31st.

Employees who subsequently change or add to their vacation requests shall be scheduled for vacation on a first-come, first served basis, with the approval of the Director and as long as it does not disrupt peace moves and effect of operation of the Commission. Additionally, a subsequent change or addition to the vacation requests shall not displace the established vacation

schedules of any other employee. Employees must give at least twenty-four (24) hours notice to the Director prior to taking vacation leave. Extended vacations, five (5) working days or more, should be requested thirty (30) days in advance. If an employee wishes to cancel an approved vacation leave he/she must submit to the Director a request for leave form rescinding the vacation leave.

All employees hired after this agreement goes into effect will only be able to transfer to this employer vacation leave previously accrued and unused while working for the Franklin County Veterans Service Commission. The amount of accrued and unused vacation leave that may be transferred between agencies of Franklin County is limited to fifteen (15) working days.

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

Upon separation from the Franklin County Veterans Service Commission or death, accumulated unused vacation leave credit is converted to a cash payment calculated at the employee's rate of pay at the time of separation or death.

When separation from service is in the form of a transfer to another public agency, an employee may elect to convert his/her unused vacation leave balance to cash or have the unused balance transfer if the receiving employer agrees.

Payment for vacation leave credit eliminates all accrued vacation leave credits earned by the employee up to the time of conversion.

ARTICLE 23

HOLIDAYS

Section 23.1. All regular full-time bargaining unit employees shall be entitled to the following paid Holidays as set forth below:

- The first day of January (New Years Day)
- The third Monday in January (Martin Luther King Day)
- The third Monday in February (Presidents Day)
- The last Monday in May (Memorial Day)
- The fourth day of July (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- The eleventh day in November (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day following Thanksgiving
- The twenty-fifth day in December (Christmas Day)

Any day designated as a holiday (but not a day of mourning or day off) by the Governor of this State or the President of the United States.

Section 23.2. Employees shall be compensated for said holidays during the pay period within which they were observed provided the employee is in active pay status during the week within which they were observed. For the purposes of this section, “active pay status” shall mean hours actually worked, or paid leaves.

Section 23.3. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally be expected to work.

Section 23.4. Employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours work at applicable straight time. Employees who work on a designated holiday shall be compensated at the rate of one and one-half (1 ½) times their normal rate of pay in addition to eight (8) hours of holiday pay.

ARTICLE 24

FRANKLIN COUNTY TRAVEL POLICY

Section 24.1. Authorization To Travel

1. Requests for travel, approved by the employee’s management, should be submitted on the form “Request for Authorization to Travel on County Business” (copy attached) at least eight weeks prior to the date of travel. The employee’s management is responsible for ensuring that the expenses listed are appropriate for the travel and meet the travel policy requirements contained herein. Every effort should be made to take advantage of early or advance registration discounts. Conference information must accompany the travel authorization form.

2. The Veterans Service Commissioners shall routinely approve all out of county travel, where expenses are anticipated to be incurred by Franklin County officials or employees. All out of county travel expenses shall be encumbered in accordance with the County’s purchase order policy. The purchase order must include all of the costs associated with the out of county travel, including any conference registration fees. Commissioners’ authorization is evidenced by approval of the purchase order.

3. Emergency travel may be temporarily authorized by a Commissioner or the highest level administrative person available at the time the travel is deemed necessary, taking into consideration the emergency need and time available for approval. The Veterans Service Commissioners must approve subsequent reimbursement for these expenses.

4. In-County travel reimbursements for mileage and parking are made through payroll and do not require a purchase order or an approved travel request form. Some In- County seminars and conferences include the price of a meal as part of the program. In those cases, meal purchases as part of the registration are allowable and the per diem meal rate listed in out of county travel is not applicable.

Section 24.2. Expense Reimbursement - General

1. No employee or official of Franklin County shall solicit or receive travel expenses, or accept payment of registration fees and/or lodging for their attendance at a conference, from a party that is interested in matters before, regulated by, or doing or seeking to do business with the particular department or agency involved.

2. Employees or officials of Franklin County are prohibited from accumulating, for personal use, "frequent flyer miles earned on official travel that is paid for or reimbursed by the government. Any employees or officials of Franklin County must use such miles earned for future official travel for that employee or another employee of Franklin County, or forfeit such miles. This ruling is mandated per Ohio Ethics Commission Advisory Opinion No. 91-010 and cited in the 2004 Auditor of State compliance supplement.

3. Requests for reimbursement of travel expenses shall be documented on the Auditor's "Expense Report" (copy of that form is attached for agency convenience, but please refer to the Auditor's Fiscally Speaking website for the most current copy of that form as it may change from time to time), and accompanied by proper evidentiary matter as determined by the Auditor. Please refer to the Auditor's procedure for employee reimbursements for specifics. Each County agency, court, board, and/or commission shall be responsible for the submission of a voucher for reimbursement of the travel expenses of their employees. The employee's management is responsible for ensuring that the expenses listed are appropriate for the travel and meet the travel policy requirements contained herein. A copy of the purchase order, a copy of the approved "Request for Authorization to Travel on County Business" form, the original Auditor's "Expense Report", and proper evidentiary matter as determined by the Auditor shall accompany the voucher. County processes reimbursement requests on Thursday of the non-payroll weeks. It is the employee's responsibility to ensure that all required Auditor forms are turned in by Wednesday, 9:00 A.M of the non-payroll week for processing. The Auditor will reject reimbursement requests that do not have these items attached. Actual expenditures for the various reimbursement categories may vary from the estimated amounts as long as the total requested amount is not exceeded.

Section 24.3. Reimbursable Expenses - General

Except as mentioned in this policy, no payments will be made for expenses in advance of the trip. The County is currently pursuing options that will enhance the travel policy including a county travel credit card and a countywide contract with a travel agent. We will update the travel policy and notify agencies with any changes that are approved.

1. Reimbursement is authorized for conference registration fees. Registration fees may also be paid directly by the County in advance. These fees must be included in the purchase order requesting authorization for travel and reimbursement of expenses, and is not to be paid prior to this authorization. A separate purchase order shall not be opened solely for the purpose of paying registration fees.

2. Reimbursement is authorized for reasonable meal expenses incurred in conjunction with a conference, if the meal is an integral part of the conference and not provided as part of the conference fee. Other meal expenses are subject to the per diem cap provisions for out of county travel (see paragraph E3).

3. Receipts must be provided for the reimbursement of any expense hereunder, (except as noted in paragraphs C5, C9). However, "proper evidentiary matter" as defined by the Auditor will also need to be followed.

4. County Owned Vehicles - Employees who are authorized or required to operate a County owned vehicle must have a valid driver's license. For travel in a County owned vehicle, the total cost of gasoline and oil shall be reimbursed upon the submittal of receipts, after the employee's management verifies the reasonableness of the costs incurred. Whenever possible, vehicles should be fueled at the Fleet Garage pumps on Alum Creek or at Cooper Stadium. A copy of the fleet management logbook indicating the odometer readings supporting the miles driven shall be completed for all trips and shall accompany requests for reimbursement of gasoline.

5. Travel by privately owned vehicles is permissible if the owner is insured under a policy of liability insurance, and the driver has a valid driver's license. Reimbursement shall be in accordance with IRS regulations as follows:

- When it is necessary for an employee to travel from his/her normal work location to any other location within the County for purposes of conducting assigned or required duties, the mileage reimbursement rate shall apply for the actual miles driven. Employees must maintain a record of daily travel documenting the from/to locations and the distance between, for which reimbursement is being sought.
- When assigned or required duties make it necessary for an employee to travel from his/her home to any other location within the County which is not his/her normal work location, or
- When assigned or required duties make it necessary for an employee to travel from his/her normal work location to any other location within the County prior to proceeding home, then
- Employees will be reimbursed only for the mileage in excess of that which would have been incurred by the employee's normal commute. Under no circumstances will an employee be reimbursed for mileage attributable to the employee's normal commute, regardless of the day's business travel requirements.
- Mileage is reimbursable at the rate established and approved by the Franklin County Auditor's Office. Reimbursement shall be made to only one of two or more County employees traveling in the same privately owned automobile. The names of all persons traveling in the same privately owned automobile should be listed on the "Request for Authorization to Travel on County Business" form. Rate changes are effective for travel incurred on or after the date of the rate change.

6. Travel during on-duty hours must be by the most direct route unless an alternate route would be less time consuming and/or more effective. During on-duty hours, employees shall not deviate from the route of travel or stop along the route of travel to conduct personal business or engage in any activity that is not within their assigned or required duties.

7. Reimbursement is authorized for parking charges, highway tolls, and other reasonable travel expenses directly related to authorized travel.

8. An employee may request reimbursement for telephone expenses when made from a pay phone or other means paid directly by the employee if calls are business related. When not using a pay phone, copies of personal phone bills supporting the expense must be provided.

9. Reasonable expenses for the following categories may be reimbursed without receipts (subject to Auditor's requirements for evidentiary matter), since no receipt is readily available: pay phone charges, highway tolls, parking meters, and fares for public transportation. However, it is always preferable that receipts be obtained. The employee's management authorizing the travel expenses is responsible for reviewing these requests for reasonableness before approving the reimbursement.

10. Employees will be reimbursed for up to one safety/arrival long distance phone call upon arrival at their destination. This phone call should not exceed two minutes and is intended to assure their family of their safe arrival. Expenses above the two- minute limit will not be paid. Employees should make their best effort to minimize the expense by using calling cards, etc. rather than using hotel room phone rates.

Section 24.4. Non-Reimbursable Expenses - General

1. Tips made by employees in excess of the per-diem total trip cap are not reimbursable.
2. Personal phone calls made beyond the safety/arrival phone call are not reimbursable.
3. The per-diem cap allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages.

Section 24.5. Reimbursable Expenses – Out Of County Travel

1. Out of County travel by common carrier is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible. The County will allow payment directly to travel agents or airlines in advance of the travel date. Reimbursement to employees may also be made prior to the travel date if the employee has paid for the tickets in advance and can provide documentation to that effect.

2. In cases where a trip is cancelled and the airline processes a travel voucher/airline credit in lieu of a refund, the employee may still be reimbursed for the expenses incurred in purchasing that ticket. The travel voucher/airline credit should only be used on a subsequent business trip authorized by agency management and the Veterans Service Commissioners. If the employee desires to use the travel voucher/airline credit for personal use, the employee may purchase the travel voucher/airline credit by reimbursing the County for the original amount of the ticket. Agency management is responsible for the managing and tracking of proper use of travel vouchers/airline credits.

3. Maximum reimbursement for meals for cities in the Continental United States is authorized using the Federal per-diem rates (minus the \$3 incidental rate) listed on the U.S. General Services Administration (GSA) website (<http://www.gsa.gov/perdiem>) which is updated periodically. For example, the maximum Federal per-diem rate is currently listed at thirty-nine

dollars (\$39) per day for most cities in the continental United States. No incidental expenses will be included in the Franklin County maximum per-diem rate, which lowers the total per-diem by \$3 (bringing the standard per-diem rate down to \$36).

The reimbursement for partial day travel is defined as follows:

- Breakfast: Each part of a day that the County employee is on authorized travel status prior to 6:00 A. M. and remains on authorized travel status until after 9:00 A.M.
- Lunch: Each part of a day that the County employee is on authorized travel status prior to 11:00 A. M. and remains on authorized travel status until after 2:00 P. M.
- Dinner: Each part of a day that the County employee is on authorized travel status prior to 5:00 P.M. and remains on authorized travel status until after 8:00 P. M.

The rates of reimbursement for meals for partial day travel are as follows:

- The reimbursement rate for partial day travel to cities with a daily rate of thirty- nine dollars (\$39.00) will be seven dollars (\$7.00) for breakfast, eleven dollars (\$11.00) for lunch, and eighteen dollars (\$18.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- The reimbursement rate for partial day travel to cities with a daily rate of forty-four dollars (\$44.00) will be eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunch, and twenty-one dollars (\$21.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- The reimbursement rate for partial day travel to cities with a daily rate of forty-nine dollars (\$49.00) will be nine dollars (\$9.00) for breakfast, thirteen dollars (\$13.00) for lunch, and twenty-four dollars (\$24.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- The reimbursement rate for partial day travel to cities with a daily rate of fifty-four dollars (\$54.00) will be ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty-six dollars (\$26.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- The reimbursement rate for partial day travel to cities with a daily rate of fifty-nine dollars (\$59.00) will be eleven dollars (\$11.00) for breakfast, sixteen dollars (\$16.00) for lunch, and twenty-nine dollars (\$29.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- The reimbursement rate for partial day travel to cities with a daily rate of sixty-four dollars (\$64.00) will be twelve dollars (\$12.00) for breakfast, eighteen dollars (\$18.00) for lunch, and thirty-one dollars (\$31.00) for dinner. The three dollars (\$3) for incidentals will not be reimbursed.
- Cities in Alaska, Hawaii, U.S. Commonwealths, U.S. Possessions, and Foreign Countries: The reimbursement rate for partial day travel to the cities above will be eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunch, and thirty dollars (\$30.00) for dinner, for a total daily rate of fifty dollars (\$50.00). An agency may request and the

Veterans Service Commissioners may approve a daily rate higher than the fifty dollars (\$50).

- However, “proper evidentiary matter” as defined by the Auditor will also need to be followed; effectively making these per-diem rates “caps” since nothing beyond the total substantiated by receipts will be paid.
- Agencies will need to notify the Auditor’s Fiscal Services division at year-end of any allowances given over the federal maximum. This overage will be listed as income on the employee’s IRS W2 form.
- Tips: The above rates are inclusive of any tips that the employee makes. No additional reimbursement above the rates will be made to employees for gratuities.
- Any meal that has already been paid as part of a conference registration fee shall be deducted from the above reimbursement rates.
- The per-diem allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages.
- Employees arriving up to two hours prior to a plane’s departure are considered to be on authorized travel status.

4. Reimbursement for lodging shall be at the actual cost for the lowest available room rate. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Lodging accommodations should be appropriate for the proposed trip. Approval is also given for direct payment to the lodging facility; an employee must present a bill from the facility in order to pay for the lodging in advance. Reimbursement to employees may also be made prior to the travel date if the employee has paid for the lodging in advance and can provide documentation to that effect.

5. Lodging costs will not be reimbursed when incurred at a lodging facility located within fifty (50) miles of the closer of either the employee’s normal work location or official residence. Exceptions to this policy may be made in cases of severe inclement weather, or when the employee is attending back-to-back late night/early morning meetings and has obtained prior written approval on the travel authorization form.

6. Reimbursement for rental cars is permissible when the out of county lodging is not proximate to the conference location, public transportation is not available, and transportation between facilities is not provided by the conference. Reimbursement shall be at no higher than the compact rate (or whichever size rate is lowest) unless the number of travelers accommodated warrants a larger vehicle. The names of all persons traveling in the same rental vehicle shall be listed on the “Request for Authorization to Travel on County Business” form.

7. Original receipts or other approved documents are required for reimbursement of all expenses other than the exceptions noted in this policy. Miscellaneous living expenses directly related to official County business are authorized. Normal living expenses that would have been incurred by the employee if the employee were not on travel status are not reimbursable. Under no circumstances will reimbursement be made for out of county entertainment expenses or

alcoholic beverages. The employee's management is responsible for ensuring that the expenses listed are appropriate for the travel and meet the travel policy requirements contained herein. However, "proper evidentiary matter" as defined by the Auditor will also need to be followed.

Section 24.6. Special Considerations

1. Requests to travel by personal vehicle where common carrier is the most efficient means must be approved four weeks in advance. Such requests may be authorized only where the employee can demonstrate a cost savings over the lowest available fare by common carrier (including bus), or is willing to accept reimbursement of travel costs equal to those that would have been incurred by the lowest advance purchase common carrier fare. Where such travel arrangements result in additional travel time, the employee shall charge this additional time to his/her vacation or other accumulated leave balances (excluding sick leave).

2. In some instances, a lower common carrier fare may be obtained with weekend travel, but which will result in additional lodging, meal, or other travel costs. An employee may request approval of such weekend travel arrangements where it can be demonstrated that the common carrier fare savings exceed the additional travel costs incurred. Such travel time is on the employee's own time, and may not be credited towards overtime or compensatory/administrative time calculations. If additional travel time is needed due to the above extended personal layover, then this time must be charged to the employee's accrued leave balances (excluding sick leave) when the travel time occurs during the work day.

This policy may change due to Resolution by the Franklin County Commissioners, IRS regulations, County Auditor policies & procedures, Ohio Ethics Commission Opinions or to stay in compliance with the Auditor of State.

ARTICLE 25

HEALTH AND SAFETY

Section 25.1. It is agreed that the health and safety of the work force is a primary concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employees shall accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 25.2. All unsafe working conditions or health hazards must be reported to the supervisor in charge as soon as such conditions or hazards are known. The Assistant Director shall investigate the condition and determine promptly whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and if indicated, initiate appropriate corrective action.

Section 25.3. A safety committee comprised of four (4) members, two (2) selected by the Union from the Joint Labor Management Committee and two (2) selected by the Employer, shall be established. If an employee is not satisfied with the result of a supervisor's investigation of a safety matter the safety committee shall meet to review the issue within twenty-four (24) hours of the supervisor's decision. The committee shall, within fifteen (15) calendar days of meeting,

file a written report with recommended corrective action, if any, with the Employer. The Employer shall respond in writing to the committee within five (5) working days of receipt of the report detailing any corrective action to be taken. The committee shall inform any complaining employee of its recommendation and the Employer's response.

ARTICLE 26

LEAVE DONATION

Section 26.1. Objective. The Franklin County Veterans Service Commission is concerned for the well-being of its employees and their families. In the past, employees eligible for paid leave but with no time accrued could not receive benefits during a serious illness or injury. This article will follow fellow employees to assist their co-workers if such events arise by donating their own accrued hours to them.

Section 26.2. Guidelines.

A. Employee Eligibility.

- An employee who wishes to receive donated leave:
 1. must have a serious illness or a member of their immediate family must have a serious illness;
 2. must have no accrued leave;
 3. must have not been approved to receive other state-paid benefits; and
 4. must have applied for any paid leave, Worker's Compensation, or benefits program for which they are eligible. An employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated leave may be used up to an amount equal to the benefit for which the employee applies (e.g., seventy per cent for disability leave benefits) while the employee's application is pending approval.

- An employee who wishes to donate leave:
 1. must voluntarily elect to donate leave and do so with the understanding that donated leave will not be returned;
 2. must donate a minimum of eight hours; and
 3. must retain a combined leave balance of at least eighty hours.

Section 26.3. Procedure:

A. Donation of Leave

- An employee who wishes to receive donated leave in order to be eligible for the leave donation program must follow the following procedure.

:

1. The employee must submit documentation to the Executive Director in order to establish eligibility that a serious illness or injury exists.
 2. The employee may utilize the Physician or Health Care Provider Certification form (ADM Form #4260) or any other equivalent documentation to establish the serious illness or injury. It is the responsibility of the employee to provide sufficient documentation.
 3. The employee must also complete the Request for Leave form (paper or electronic) and forward a copy of the completed form to the Executive Director.
 4. Leave donations will not be processed until all necessary documentation is provided.
- An employee who wishes to donate leave must certify by completing the leave donation form:
 1. The name of the employee for whom the donated leave is intended;
 2. the type of leave and number of hours to be donated;
 3. That they will have a minimum combined leave balance of at least eighty hours; and
 4. That the leave is donated voluntarily and they understand that the donated leave will not be returned.

Section 26.4. Administration of the Leave Donation Program

A. Leave Accrual and Use

- The Leave Donation Program will be administered on a pay period by pay period basis.
- Employees using donated leave will be considered in active pay status and will accrue leave and be entitled to any benefits to which they would otherwise be entitled.

- Leave accrued by an employee while using donated leave must be used, if necessary, in the following pay period before additional donated leave may be received.
- Donated leave will not count toward the probationary period of an employee who receives donated leave during his or her probationary period.
- Donated leave will be considered sick leave, but may never be converted into a cash benefit.
- Leave shall be donated in the same manner in which it would otherwise be used.

Section 26.5. Employer Responsibilities

The Franklin County Veterans Service Commission must ensure that no employee is forced to donate leave. They must respect an employee’s right to privacy. However, the office may, with the permission of the employee who is in need of leave or a member of the employee’s immediate family, inform employees of their co-worker’s critical need for leave. The Franklin County Veterans Service Commission must not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

Section 26.6. Forms

In order to take advantage of this program, both the employees who are in critical need of leave and those employees who are interested in donating their leave must complete the Leave Form.

ARTICLE 27

CALL OFF

The bargaining unit shall be provided on designated contact number, and one designated alternate contact number, which shall be linked to a designated voicemail system for the purpose of calling off from work. The agency shall be responsible for recovering messages. The bargaining unit member call off must do so prior to the bargaining unit members’ scheduled starting time for that day.

ARTICLE 28

HEALTH INSURANCE BENEFITS

Section 28.1. Health, Hospitalization, Surgical and Major Medical. For the duration of this Agreement, the Employer shall maintain for all bargaining unit members health, hospitalization, surgical, major medical coverage, and prescription card plans. Current coverages shall remain in effect until the Veterans Service Commissioners determines the need to modify that plan for all non-bargaining employees. If the Commissioners determine the need to modify that plan, the Union will be consulted.

The parties recognize the desirability of maintaining one insurance plan for all employees. Further, any changes implemented in the overall health plan design or formulary will be discussed with the Union prior to implementation of the change.

All employees who work in a position scheduled for less than 1,560 hours per year will not be eligible for health insurance benefits.

For the duration of this agreement all bargaining unit employees shall pay no more than what all non-bargaining unit employees pay for the monthly health insurance premium to cover themselves and any child(ren) they may have or for spousal coverage.

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.

Section 28.2. Dental Care Plan

For the duration of this Agreement, the Employer shall maintain for all bargaining unit members the dental coverage currently in effect as provided for all non-bargaining employees, except that the Commissioners may propose changes as indicated in Section 28.1.

Section 28.3. Vision Care Plan

The Employer shall maintain for all bargaining unit members the vision care coverage currently in effect as provided for all non-bargaining employees, except that the Commissioners may propose changes as indicated in Section 28.1.

Section 28.4. Life Insurance

The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit of \$50,000.00 for each bargaining unit member.

ARTICLE 29

POSITION DESCRIPTIONS / WORK OUT OF CLASSIFICATION

The Commission shall not work bargaining unit employees out of their classification, except in emergency situations. In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Commission or in the event that the Commission establishes a new position, the Commission shall bargain with the Union over the subject of whether the new or changed position will be included in or excluded from the bargaining unit.

ARTICLE 30

SHORT-TERM DISABILITY LEAVE

Bargaining unit members with a medically documented serious medical condition that requires them to be absent from work and who have exhausted all sick leave, vacation, personal leave and compensatory time, shall be eligible to borrow against their future sick leave accrual up to 3 days of sick leave for a member with 5 years of service, up to 4 days of sick leave for a member within 10 years of service, and up to 5 days of sick leave for a member with 15 or more years of service.

Pay back of the sick leave used for short term disability under this article shall be drawn from the member's sick leave accrual. If the employee also wants to use other forms of paid leave to pay back the used sick leave in addition to their normal sick leave accrual the employee must provide the Employer with authorization to do so in writing. Should the employee's employment terminate before the balance of the borrowed sick leave is paid back the Employer shall be authorized to deduct the amount from the employee's last paycheck to cover the remaining balance.

ARTICLE 31

PERSONAL LEAVE

Section 31.1. Bargain unit employees will receive three (3) personal leave days per year which will not be taken from their sick leave. Use of such personal leave days must be approved seven (7) calendar days in advance, except in cases of emergencies, and must be taken in minimum units of 0.0617 of an hour (1 minute). Emergency requests for personal leave shall be promptly responded to, and not unreasonably denied.

Section 31.2. Newly hired employees beginning employment in January, February, or March will receive three (3) personal days per calendar year hired. Newly hired employees beginning employment in April, May, or June will receive two (2) personal days per calendar year hired. Newly hired employees beginning in July through December will receive one (1) personal day per calendar year hired.

ARTICLE 32

SEVERABILITY AND LEGALITY

This agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, all applicable federal laws, all applicable state laws which it does not specifically superseded, and Ohio Revised Code Chapter 4117.

Should any provision of this agreement be invalid by operation of law, declared invalid by any tribunal or competent jurisdiction, or be found to be in conflict with federal laws, all other provisions of the agreement shall remain in full force and effect.

In the event of invalidation of any portion of the agreement by a court of competent jurisdiction, and upon written request of either party, the parties to the agreement shall meet a mutually convenient times in an attempt to modify, within twenty (20) days after receipt of the written request, the invalidate portions of the agreement by good faith negotiations.

Amendments and modifications of the agreement may only be made by mutual written agreement of the parties to the contract, subject to ratification by the Commission and CWA Local #4501.

ARTICLE 33

WAGES

Section 33.1. Wage Increases. The Veterans Service Commissioners shall provide a wage increase of one and a half percent (1.5%) to the base rate of pay of all bargaining unit members effective retroactively to January 1, 2011. To be eligible for the retroactive pay the bargaining unit member must be employed on the date this Agreement is ratified by the Union and approved by the Commissioners.

Effective January 1, 2012 all bargaining unit members shall receive a wage increase of one percent (1%) to the base wage rate through December 31, 2012. The parties shall reopen wage negotiations solely on wages for January 1, 2013 through December 31, 2013. Negotiations on the wage reopener shall begin no sooner than July 1, 2012

Section 33.2. Length of Service Lump Sum Payment.

In addition to the pay outlined in section 35.1 herein, an annual length of service lump sum payment, not to exceed six-hundred dollars (\$600.00), shall be paid to all bargaining unit members as follows:

<u>Years of continuous service</u>	<u>Percent of the employee's annual salary</u>
0 to 4 years	0%
5 to 9 years	.5%
10 to 14 years	.75%
15 to 19 years	1.0%
20 or more years	1.25%

Payments shall not be added or included in the base rate of pay to the employees or for purposes of computing percentage wage increases.

For purposes of this article, employees will be eligible for this lump sum payment based on service attained as of their anniversary date each calendar year. Payment of service credit shall

be made to eligible members in a lump sum, and will be issued no later than the second regular pay day after their anniversary date. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

ARTICLE 34

TRAINING TIME

Section 34.1. Training Opportunities.

All Veterans Benefit Specialist will have the opportunity to attend quarterly state, regional and/or local training necessary to meet the Department of Veterans Services (DOVS) 5 point requirement to acquire and maintain their state certification and accreditations with the American Legion, Vietnam Veterans of America, Disabled American Veterans, Veterans of Foreign Wars and AMVETS through the Memorandums of Understanding with the Ohio Department of Veterans Services and the aforementioned Service Organizations. It is the responsibility of the Veterans Benefit Specialist to complete the CEU worksheet for National Accreditation and return the form to the Education Chair to maintain their National Accreditation.

All training approved and/or authorized by the Employer will be paid by the Employer.

Section 34.2. Travel To Training

Employees will be given sufficient time during the course of the regular work day to travel to training. Employee's returning from the training that spends time traveling back to Columbus after normal working hours shall be given comp time or overtime as described in Article 14 of this agreement. Time spent at training during the regularly scheduled work hours shall be given comp time or overtime as described in Article 14 of this Agreement. Time spent at training during the regularly scheduled work hours shall be considered time worked under Article 14 of this Agreement.

ARTICLE 35

INJURY LEAVE PAY

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

When a bargaining unit employee sustains a work related injury or occupational disease and is unable to perform the essential functions of his/her job because of the work related injury, the employee may be eligible to receive up to a maximum of seven days of injury pay to cover the days the employee is off work and is not otherwise provided compensation under the Ohio Workers' Compensation System. The County will provide injury pay to eligible employees at the employee's base hourly rate of pay.

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

ARTICLE 36

DURATION OF AGREEMENT

The Agreement shall be effective, retroactive to January 1, 2011 regarding the wage article, the remaining provisions shall be effective upon the date of ratification and shall continue in full force and effect through December 31, 2013 at 11:00 p.m. The negotiations will be conducted pursuant to the provisions of the Ohio Revised Code Chapter 4117.

LETTER OF UNDERSTANDING

The parties agree that Darrel Peaks, Thomas Heston, Gloria Woodard, and Ron Reidenbaugh, may be referred to, and permitted to use, the title of "County Veterans Service Officer/Veterans Benefit Specialist." The majority of duties performed by these employees, as measured over the prior three month period, will be consistent with the duties necessary in developing claims for obtaining benefits from federal, state, and local agencies unless the demand for financial assistance over the prior three month period high enough to alter their duties during that period.

FRANKLIN COUNTY VETERANS
SERVICE COMMISSIONERS

Larry W. Roberts 10-5-11
Larry W. Roberts, President Date

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 4501

Richard A. Murray 10-05-11
Name Date

Wallace W. Sarto 10-5-11
Wallace W. Sarto Date

Doreen M. Saffers 10-5-11
Name Date

Willie L. Davis 10/5/11
Willie L. Davis Date

Benny J. Robert
Name Date

Carl W. Swicher
Carl W. Swicher Date

Matt Uja 10/5/11
Name Date

Michael L. Close 10/5/11
Michael L. Close Date

Anna M. Denney 10/5/11
Name Date

FRANKLIN COUNTY PROSECUTOR
Approved As to Form:

Nick A. [Signature] 10-7-11
Date