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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY VETERANS  
SERVICE COMMISSION  
And  
OHIO COUNCIL 8,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 101**

**April 15, 2015 to April 14, 2018**

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE .....	3
ARTICLE 1 PURPOSE .....	3
ARTICLE 2 MANAGEMENT'S RIGHTS .....	3
ARTICLE 3 RECOGNITION- .....	4
ARTICLE 4 AUTHORIZATION AND FAIR-SHARE .....	5
ARTICLE 5 SUBJECTS FOR BARGAINING .....	6
ARTICLE 6 UNION BUSINESS .....	6
ARTICLE 7 VACANCIES .....	7
ARTICLE 8 HOURS OF WORK AND OVERTIME .....	8
ARTICLE 9 SENIORITY AND PROBATION .....	9
ARTICLE 10 LAY-OFF AND RECALL .....	11
ARTICLE 11 PERSONNEL RECORDS .....	12
ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE .....	12
ARTICLE 13 DISCIPLINE .....	14
ARTICLE 14 COOPERATION .....	16
ARTICLE 15 NON-DISCRIMINATION .....	16
ARTICLE 16 BLOOD DONORS AND UNITED WAY .....	16
ARTICLE 17 CLASSIFICATION AND POSITION AUDIT SYSTEM .....	17
ARTICLE 18 SAVINGS CLAUSE .....	17
ARTICLE 19 PRINTING OF CONTRACT .....	17
ARTICLE 20 HOLIDAYS AND HOLIDAY PAY .....	18
ARTICLE 21 VACATION .....	19
ARTICLE 22 PAID PERSONAL LEAVE & LONG TERM SICK LEAVE .....	20
ARTICLE 23 LEAVE OF ABSENCE .....	24
ARTICLE 24 LABOR MANAGEMENT COMMITTEE .....	30
ARTICLE 25 INSURANCE .....	31
ARTICLE 26 WAGES .....	33

**TABLE OF CONTENTS (CONTINUED)**

	PAGE
ARTICLE 27 MILEAGE & PARKING .....	34
ARTICLE 28 DURATION OF CONTRACT AND WAIVER .....	34
ARTICLE 29 MISCELLANEOUS AGREEMENTS .....	34
ARTICLE 30 SUCCESSOR .....	35
ARTICLE 31 NO STRIKE OR LOCKOUT .....	35
ARTICLE 32 EMPLOYEE ASSISTANCE PLAN AND SUBSTANCE TESTING .....	35
ARTICLE 33 EVALUATIONS .....	36
ARTICLE 34 JURY DUTY/COURT APPEARANCE .....	36
ARTICLE 35 BULLETIN BOARDS .....	37
SIGNATURE PAGE .....	38

## PREAMBLE

This Agreement is made between the Montgomery County Veterans Service Commission, (hereinafter referred to as the "Commission" or "Employer") and the Ohio Council #8, and Local #101, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

### ARTICLE 1 PURPOSE

Section 1. Purpose. This Agreement incorporates the agreement reached between the Commission and the Union concerning wages, hours, terms and other conditions of employment for employees included in the Bargaining Unit described below.

Section 2. Cooperation. The parties to this Agreement recognize the important public service here involved. The parties mutually recognize that the responsibility of both the Employees and the Employer to the public requires that any disputes arising between the Employees and the Employer be adjusted and settled in an orderly manner without interruption to such service to the public. To these ends, the Employer and the Union agree to encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels among all employees.

Section 3. Application. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "his" shall include "his/her". The term "employee" or "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit. The term "Commission" or "Employer" can also include the designated management representative of the Commission.

### ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as otherwise provided by the terms of this Agreement, the management and direction of the affairs of the Veterans Service Commission are retained by the Commission, including the right and responsibility to:

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

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer has the right to adopt reasonable rules and regulations for the efficient operation of the Veterans Service Commission as long as they do not conflict with terms and conditions of this agreement. The Employer also agrees to mail a copy of the proposed rules and regulations to AFSCME, Ohio Council 8's office thirty (30) days in advance of the proposed change as well as posting the rules on a bulletin board in a central location of the work place.

### **ARTICLE 3                    RECOGNITION**

Section 1. Ohio Council #8, Local #101, American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., is hereby recognized as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, terms and other conditions of employment for the employees of the Montgomery County Veterans Service Commission in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 99-REP-07-0159, which is described as:

**INCLUDED:** All full-time and part-time employees of the Montgomery County Veterans Services, including Administrative Assistant, Receptionist, Service Officer, Service Officer/Intake Specialist, and Van/Outreach.

**EXCLUDED:** All management-level, supervisory, and confidential employees as defined in the Act, including Executive Director/Service Officer, Executive Secretary, Office Manager, and Secretary/Records Control/Computer System Administrator.



## ARTICLE 4

## AUTHORIZATION, FAIR-SHARE AND PEOPLE

Section 1. The Employer shall deduct the periodic dues, initiation fees and assessments of each employee who is a member of the Union upon presentation of a written deduction authorization by the employee. All employees in the bargaining units defined herein who, one hundred and eighty (180) days from the date of hire are not members in good standing of the Union, are required to pay the Union a Fair-Share fee as condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the Fair-Share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Fair-Share fee amount shall be certified to the Employer by the Secretary Treasurer of the local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement. The Union will indemnify and save the Commission and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the Commission or the Commission and the Union jointly.

Section 2. The Union agrees to establish a Fair-Share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the Commission's designated representative for collective bargaining with a copy of the Union's Fair-Share fee procedure.

Section 3. The Commission will deduct from the wages the regular monthly Union dues of members and the Fair-Share fees of non-members. Deductions shall be made from the weekly or bi-weekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the Commission will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to AFSCME, Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085 no later than fifteen (15) days following the end of the pay period in which the deduction is made.

Section 4. The Commission shall provide with each deduction of dues and Fair-Share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;
- B. Alphabetical list of Fair-Share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted;
- C. The name of each Union member and Fair-Share employee whose name has been

dropped from the prior check off list and the reason for the omission.

Section 5. The employer will deduct voluntary contributions to the American Federation of State, County and municipal Employees International Union's Public Employees Organized to Promote Legislate Equality (PEOPLE) committee from the pay of an employee upon receipt from the union of an individual written authorization card voluntarily executed by the employees.

The contribution amount will be certified to the employer by the union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65344, Washington DC 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

All employees shall have right to revoke such authorization by giving written notice to the employer and the union at any time.

The employer's obligation to make a deduction shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues, or fair share fee deductions.

## **ARTICLE 5                    SUBJECTS FOR BARGAINING**

The Union has sole and exclusive bargaining rights under this Agreement on all matters pertaining to wages, hours, or terms and other conditions of employment.

## **ARTICLE 6                    UNION BUSINESS**

Section 1. Stewards. The Union may select one (1) Steward for each twenty-five (25) employees or fraction thereof. The Steward's names will be furnished to the Commission by the Union. This list shall be kept current by the Union at all times. Stewards involved will be permitted reasonable time during the work day to investigate and process grievances, without loss of pay, subject to the understanding that work assignments are not, in fact, interfered with. The aggrieved employee may request a Steward and the Steward requested must inform supervision of the grievant name and location.

Section 2. Staff Representative. The Staff Representative is an individual employed by the Union. A Staff Representative may consult with employees in the assembly area before the start of and at the completion of the day's work and he/she shall be permitted access to work areas at all reasonable times with prior permission from the Employer (which shall not be unreasonably denied) only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions of the agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 3. Chapter Chairperson or Vice-Chairperson. The Chapter Chairperson or Vice-Chairperson of the Union shall have the same privileges accorded to a Steward or Staff Representative by this agreement, when it is known that either a Steward or Staff Representative will be absent or unavailable.

Section 4. The Union Chapter Chairperson or Vice-Chairperson for the purpose of attending union-related training/conferences shall adhere to the following: A maximum of forty (40) hours per year will be allocated to facilitate union training. The Chapter Chairperson and Vice-Chairperson must submit their request for time away from the office for union training ten (10) working days in advance of the scheduled training/conference date. No more than one (1) union employee can utilize this time away from the office at any given time.

Management must approve the time away from the office. Management reserves the right to refuse, amend or modify the time requested away for training based on operational necessity. Request for Union leave shall not be unreasonably denied.

Section 5. Management will allow AFSCME to meet with new employees for thirty (30) minutes. AFSCME shall be responsible for arranging the time and location of the meeting with Management.

## **ARTICLE 7                      VACANCIES**

Section 1. A notice of all job vacancies within the bargaining unit shall be posted at a central location within the Employer's work place. Additional copies will be sent to AFSCME, Ohio Council 8, 15 Gates Street, Dayton, Ohio 45402. All vacancies must be posted for a minimum of seven (7) calendar days. The notice will show the job classification, the rate of pay, and the minimum requirements to be considered for the position. Those individuals, who wish to be considered for the posting, must file written application with the employer.

Section 2. Applicants who meet the minimum requirements will be given the opportunity for an interview. The individual who possesses the skills, experience and ability to perform the job requirements, will be given consideration. Internal applicants must be considered first before considering anyone from the outside. Where skills, experience and ability are equal for the

internal applicants, seniority will be the determining factor.

Section 3. Unless the Employer determines not to fill the vacancy, under normal circumstances the vacancy will be filled within ninety (90) days from the date of the original posting.

Section 4. Temporary Filling of Permanent Vacancies. The Veterans Commission may decide to fill the permanent vacancy with a temporary appointment to cover the period of the posting and selection process. This assignment will not normally last longer than ninety (90) days. The Employee assigned this work assignment will be paid his regular wage rate, unless the temporary rate is higher

Section 5. Assignment of Temporary Vacancies. Due to the nature of a position and in order to prevent an interruption of a service, the Veterans Commission shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of an individual is made to fill the position. Temporary assignments will be offered to the most senior employee possessing requisite skills and abilities, to the least senior employee possessing those same skills and abilities. If those employees for, whatever reason cannot accept the responsibility, the mandated assignment begins in reverse order until adequate staffing is accomplished, the least senior employee to the most senior employee possessing requisite skills.

## **ARTICLE 8                    HOURS OF WORK AND OVERTIME**

Section 1. Schedule of Hours. The normal schedule of hours shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday, 8:00 A.M. - 4:30 P.M. shall be the normal hours of operation. Lunch shall be an unpaid ½ hour but employees will extend it to 1 hour by combining their paid break periods with the lunch period.

### Section 2. Pay for Overtime.

- A. Overtime will be paid at the rate of time and one-half for all hours worked over eight (8) any day or for all hours over forty (40) in any one work week. Overtime pay shall not be pyramided.
- B. With the permission of the Employer, an employee may elect to accrue compensatory time at the rate of time and one-half in lieu of pay at the overtime rate. Employees shall be permitted to take compensatory time within six (6) months from the date it was earned. Employees may not accrue more than 60 hours of compensatory time in a calendar year.

Section 3. Flextime. The parties may request discussions regarding a work schedule other than five (5) eight (8) hour days; e.g. four (4) ten (10) hour days. If the parties agree to change

the number of hours worked in a day, it shall be with a majority of the affected employee's and the Union's mutual consent. The number of hours scheduled for the day (such as ten (10) hours) shall be the regular work day and all hours in excess of the regular work day shall be paid at time and one-half. All flextime schedules will have a forty (40) hour week.

## **ARTICLE 9 SENIORITY AND PROBATION**

Section 1. Seniority is defined as length of continuous full-time or regular part-time employment with the Commission. Upon completion of the probationary period the employee's seniority date shall be retroactive to the date of hire. Probationary employees have no seniority rights. Management shall provide the Staff Representative and Chapter Chairperson with a copy of the seniority list by January 15 of each year.

Section 2. An employee's seniority shall cease and his employment terminated upon any of the following:

- a. Resignation or "Quit";
- b. Termination which is not modified or reversed through grievance or arbitration;
- c. Retirement (Years of service and/or retirement disability) 1;
- d. Layoff in excess of 12 months;
- e. Absence from work (resulting from work-related injury or illness compensated by workers compensation) in excess of 12 months;
- f. Absence from work (resulting from non-work related injury or illness or FMLA approved reason) in excess of retained sick leave or twelve (12) months whichever is longer.

Section 3. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

Section 4. Employees who have completed their probationary period shall continue to be eligible for health insurance coverage as follows:

- a. After resignation or quit - as determined by COBRA;
- b. During layoff for a period of six (6) months after which as determined by COBRA;
- c. During military leave in excess of 31 days - as determined by COBRA and USERRA;
- d. During absence from work (resulting from Commission work-related injury or illness compensated by workers compensation) for a maximum of 12 months.
- e. Absence from work (resulting from non-Commission work related injury or illness or FMLA approved reason) for a maximum of retained sick leave or 12 months whichever is longer.

So long as the Employer is subject to R.C. 145.362 or its equivalent, a disability benefit recipient under the Public Employees Retirement System shall retain membership status and shall be considered on leave of absence from his employment during the first five (5) years following the effective date of a disability benefit and if during that period the employee is found not to be disabled, upon certification from PERS, the employee shall be restored to his previous position and salary or to a position and salary similar thereto. His seniority shall date from the original date of hire less any time spent on disability.

Section 5. The probationary period begins on the first day of work. Probation is a "working test period" of job performance. The probationary period lasts a period of six (6) months for full time and one (1) year for regular part-time employees and appointment is not final until the successful completion of this period. With the agreement of the Union, the probationary period may be extended for two (2) additional periods of 3 months each. Failure of an employee to obtain and retain state required certification, shall constitute basis for separation from employment.

Time spent on leave of absence without pay shall not be counted as part of the probationary period.

An employee shall be entitled, during his probationary period, to the processing of grievances which only concern matters not related to discipline or job performance. The Commission agrees to evaluate employees during their probationary period on a three (3) month basis so as to keep the employee apprised as to their level of performance.

## **ARTICLE 10                    LAY-OFF AND RECALL**

Section 1. Whenever it is necessary to reduce the working force of the Commission either for lack of work or lack of funds, affected personnel shall be laid off in the following order:

- A. Seasonal, casual, emergency or temporary personnel.
- B. Permanent part-time employees in the affected classification based upon their bargaining unit seniority.
- C. Full-time employees in the affected classification based upon their bargaining unit seniority.
- D. The Commission will notify the Union at least ten (10) calendar days before the date of lay-off.

Section 2. Based upon bargaining unit seniority and the number of retention points,

employees in the affected classification shall have the right to bump into a similar classification in which they have previously held.

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are presently qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall.

The Employer shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall, shall be given fourteen (14) working days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his/her intention to return to work within five (5) days after receiving notice of recall.

#### **ARTICLE 11 PERSONNEL RECORDS**

An employee shall receive a copy of his evaluation and shall have access to his personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. The employee may be accompanied by his personal representative in such inspection. An employee may compile and date a list of the documents he/she finds in his/her personnel folder and insert a copy of that list in his folder initialed and dated by the Employee and Employer.

An employee may make a written request for copies in his/her personnel file which the Commission can legally provide. Copies will be provided at a time and in a manner determined by the Commission. The employee shall bear all costs associated with the duplication when the request is unreasonable or excessive.

#### **ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A "grievance" is defined as a difference, dispute or complaint between the Union and the Employer or between the employees and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle grievances

informally before resorting to the following steps and procedures. All grievances shall be in writing on forms provided by the Union and shall set forth the article or section of the Agreement alleged to have been violated. The employee shall first discuss his grievance with his immediate supervisor and attempt to resolve the dispute before filing a grievance.

### Step 1

In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing and signed by the employee and his Steward, and filed with his immediate supervisor outside the bargaining unit within ten (10) calendar days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. The immediate supervisor or his designee shall meet with the employee and his Steward, and answer the grievance in writing to the employee and his Steward within ten (10) calendar days after receipt of the grievance. If the grievance is not satisfactorily resolved, or answered within the required ten (10) calendar days, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within ten (10) calendar days after receipt of the answer rendered in this step, the grievance shall be considered settled.

### Step 2

If the grievance is not settled at Step 1, the grievance, along with all correspondence, shall be referred in writing to the Executive Director by the Union. The Director or his designee shall meet with the employee and his representative and answer the grievance at the conclusion of the meeting which shall be held within ten (10) calendar days of the referral to Step 2. The Employer and the Union may each have no more than three (3) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

If the grievance is not settled, the Union may immediately refer the grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within ten (10) calendar days after receipt of the answer rendered in this step, the grievance shall be considered settled.

### Step 3

If the grievance is not settled at Step 2, the grievance along with all correspondence, shall be referred in writing to the Montgomery County Veterans Service Commission Board by the Union. The Commission or their designee shall meet with the employee and his/her representative and shall hold a meeting within ten (10) calendar days of the referral to Step 3. The Commission or their designee and the Union may each have no more than three (3) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

The Commission or their designee shall reply within ten (10) calendar days from the date of the

meeting.

#### Step 4      Arbitration Procedure

If the grievance is not settled at Step 3, the Union may refer the grievance to Arbitration within ten (10) calendar days after receipt of the reply.

- A. A joint letter requesting the Federal Mediation Conciliation Service to submit a list of arbitrators will be signed and mailed. An arbitrator shall be selected in accordance with the FMCS voluntary labor arbitration rules, unless the parties mutually select and arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union and the availability of the arbitrator.
- B. All decisions of arbitrators and all pre-arbitration grievance settlements reached between the Employer and the Union shall be final and binding on the Employer, the Union and the employees.

Both Management and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing.

- C. In any case where a decision of the appropriate Employer representative is not given at Step 1, Step 2, or Step 3 of the grievance procedure within the time limits specified or within the period that may have been extended by mutual agreement, the grievance, shall be considered denied at that step.
- D. It is understood that the time limits imposed in this article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the grievance procedure is defined to mean calendar day unless otherwise specified.
- E. The arbitrator shall neither add to nor subtract from nor modify the language of this agreement in arriving at a determination within the limitation expressed herein. The arbitrator shall expressly confine his decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.

#### Section 2.      Grievance Mediation

Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation by mutual agreement of the parties. A request for medication must be made within ten (10) calendar days after the date the Step 3 reply was or should have been

received. If a grievance proceeds to mediation, the procedure set forth in Step 4 shall be stayed until the mediation process is complete. The parties agree to use a Mediator from the Federal Mediation and Conciliation Services or other mediation services at no cost to the parties. The Mediator may not serve as an arbitrator for the same issue which he or she is the Mediator. If a settlement is not reached, the Union may appeal the grievance to Step 4 of the grievance procedure. All applicable time limits for appealing a grievance contained in the Collective Bargaining Agreement shall commence on the day of the final mediation conference.

Section 3. The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. The waiver must be in writing and signed by both parties.

## **ARTICLE 13                    DISCIPLINE**

Section 1. The Veterans Service Commission retains the right to adopt rules and regulations for the efficient operation of its program(s) and conduct of its employees providing these rules and regulations do not conflict with this agreement. It is agreed that the Veterans Services Commission has the right to discipline or discharge employees for just cause. It is further agreed that disciplinary action will be initiated within thirty (30) days, following knowledge by the department head, of the events upon which the disciplinary action is based.

Section 2. The Veterans Services Commission shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require immediate discharge.

Section 3. Written reprimands will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until the expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.

Section 4. Whenever it is necessary to discipline or counsel any employee, Management agrees to do so in a manner that will not embarrass the employee before other employees or the public.

Section 5. Anytime a supervisor or representative of Management conducts a disciplinary meeting with a bargaining unit member, they shall notify the employee and the Union in writing, of his/her right to have a Union representative present. The Union has the right to be present at all disciplinary meetings of bargaining unit members, provided that such union representation must be available subsequent to twenty-four (24) hours after the employee receives the notice

of the disciplinary meeting, or at the date and time specified in the notice if the meeting is scheduled to occur after a twenty-four (24) hour period has passed. All notifications of disciplinary meetings shall be on an official form.

Section 6. If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, the representing steward shall be given a copy of the disciplinary action. It shall not be necessary for the steward or chief steward to be present when the notice of discipline is delivered to the employee.

Section 7. An employee shall be given a copy of any written warning or written disciplinary action entered into his/her personnel record.

Section 8. Personal performance memorandums or any similar counseling tools are intended to be a counseling tool for employees and are not intended to be disciplinary actions. Personal performance memorandums and similar counseling tools are not grievable or subject to the grievance procedure. Counseling will remain active for twelve (12) months subsequent to the date of the counseling, provided no other counseling or discipline has occurred. Counseling or discipline will remain in the employee's file until the latest counseling or discipline expires.

Section 9. Removals may be appealed at the second step within ten (10) actual working days of the removal.

Section 10. If an employee receives a suspension, such suspension shall be given in hours as defined by the employee's regularly scheduled working day.

## **ARTICLE 14                    COOPERATION**

The Employer and the Union shall work together in the interest of maintaining and improving efficiency in all Commission operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service and the correction of conditions that result in meritorious grievances.

## **ARTICLE 15                    NON-DISCRIMINATION**

Section 1. Non-Discrimination. The parties hereto agree that neither the Employer nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation in activities permitted herein.

Section 2. Non-Discrimination Pledge. The provisions of this agreement shall be applied equally to all employees by the Employer and the Union without discrimination because of age, race, sex,



**ARTICLE 19                      PRINTING OF CONTRACT**

Each party agrees to assume the responsibility and associated costs of printing of their contract, unless the parties mutually agree to do otherwise

## ARTICLE 20

## HOLIDAYS AND HOLIDAY PAY

Section 1. Each regular full-time and part-time Commission employee is entitled to eight (8) hours or four (4) hours of holiday pay whichever is appropriate for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Except as specified herein, the listed holidays shall occur on the days specified in the Ohio Revised Code and on the day following Thanksgiving. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 2. Employees shall be entitled to holiday pay if they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday or are on paid leave if the holiday falls on a regularly scheduled work day. Paid leave shall be defined as approved long-term sick leave for an occasion of forty (40) consecutive hours or more, or for cases of proven hospitalization (to include in-patient/out-patient, admission into a surgery center, hospital or Hospice or Residential Care Facility), and for approved funeral leave, vacation, or paid personal leave (PPL), or compensatory time, for the purposes of this Article.

Section 3. Holidays with pay shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement.

Section 4. Employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half the regular straight time hourly rate for hours worked. In addition, they will receive straight time compensation for the holiday. Time actually worked on a holiday is not considered time in active pay status for overtime calculation because separate compensation (holiday premium pay) is already paid.

**ARTICLE 21                    VACATION**

Section 1. Vacation leave shall accrue to the employee upon each successive annual recurrence of the anniversary date of his employment. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his employment. Upon approval by the Employer, such employee shall be permitted to accumulate and carry over his/her accrued vacation leave to the following year. No accrued vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation; and in addition, shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date.

One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of service with the County and other political subdivision of the State:

1 yr. but less than 6 yrs.	80 working hours
6 yrs. but less than 12 yrs.	120 working hours
12 yrs. but less than 18 yrs.	160 working hours
18 yrs. or more	200 working hours

Section 2. In the case of a death of a County employee, the unused vacation leave and unpaid compensatory time or other unpaid wages to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

Section 3. Employees shall be allowed time off for vacation at such time as the Employer determines. However, the wishes of the employee will be taken into consideration when the efficient operation of the departmental permits. If necessary, the Employer and the Union will discuss the scheduling of vacation time in each department on an annual basis. Employees' vacation requests shall not be unreasonably denied.

The Employer must answer an employee's vacation request within seven (7) working days after the request is submitted or the request is automatically approved. Once approved, a vacation request shall only be canceled in case of emergency and notification of such shall be given in writing to the employee.

Section 4. Employees may take vacation in one tenth (1/10) of an hour increments.

Section 5. When a holiday is observed by the Employer on a day during the Monday through Friday work week, during a scheduled vacation, the vacation will be extended one (1) day

continuous with the vacation at the request of the employee and the concurrence of the Employer.

Section 6. Vacation time shall be considered as time worked for the purpose of computing entitlement to time and one-half overtime pay.

Section 8. Notice of Accumulated Leave. Unless such information is provided in the employee's paycheck stub (or available to the employee online, an employee shall be provided with a written notice of his accumulated annual and sick leave within a reasonable time upon his written request and every six (6) months, once in January and once in the month of July.

## **ARTICLE 22 PAID PERSONAL LEAVE AND LONG TERM SICK LEAVE**

Section 1. Earnings of Paid Personal Leave (PPL) and Long Term Sick Leave (LTSL)

A. Paid Personal Leave (PPL) earnings:

For each employee in active full-time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account at the beginning of the pay period that includes January 1, and shall not be accumulated in the Long Term Sick Leave account. This PPL credit will be available for use on the first workday of the year following the observed New Year's Day holiday. Employees returning from a no pay status or hired after the January PPL credit period will receive prorated PPL credit based prospectively on the percentage of the year remaining in the PPL credit period in active employment. Newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of one tenth (1/10) of an hour.

B. Long Term Sick Leave (LTSL) earnings:

Employees in active full time status accrue 2.77 hours of paid LTSL for each completed eighty (80) hours of service per biweekly pay period to be credited to a cumulative LTSL account. Credit is given for all time in active pay status, but not for time on leave of absence without pay. Unused LTSL shall be cumulative without limit.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

Section 2. Usage

A. Paid Personal Leave (PPL) usage:

PPL leave, may be used for any purpose. Employees should monitor and manage the use of PPL in order to cover their unplanned absences throughout the calendar year, including illness absences that do not qualify for Long Term Sick Leave. Employees may use PPL for illnesses of one (1) day duration so long as a balance remains in their PPL account. PPL cash incentives provide an end-of-year reward for those who conserve PPL, with the goal of reducing unplanned absences across the County.

When the use of PPL is necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time, except twenty-four (24) hour or seven day a week operations where the following shall apply. Employees on the first shift Monday through Friday shall notify their department one (1) hour before the normal starting time of the shift. On Saturday, Sunday, Holidays and for second and third shift employees a two (2) hour notice time before the normal starting time of the shift, will be required. Unless notification is given, no PPL will be approved except in unusual cases and then only after approval of the immediate supervisor.

B. Long Term Sick Leave (LTSL) usage:

Employees may use LTSL from their LTSL account, upon approval by Management.

Employees may use long-term sick leave, upon approval of Management, for absence on the second day and thereafter due to FMLA, personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness or injury. Employees may use long term sick leave, upon approval of Management, for absence on the first (1<sup>st</sup>) day and thereafter for hospitalization. Employees may use long term sick leave, upon approval of Management, for absence beginning on the first day and up to five days due to death in the employee's immediate family. Unused long term sick leave shall be cumulative without limit.

When the use of LTSL becomes necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time, except twenty-four (24) hour or seven day a week operations where the following shall apply. Employees on the first shift Monday through Friday shall notify their department one (1) hour before the normal starting time of the shift. On Saturday, Sunday, Holidays and for second and third shift employees a two (2) hour notice time before the normal starting time of the shift, will be required. At Stillwater, where residents require continuous direct care, employees on the first shift Monday through Friday shall notify their department at least two (2) hours before the normal starting time of the shift. On Saturday, Sunday, Holidays and for second and third shift, employees shall notify their department at least four (4) hours before the normal starting time of the shift. Unless notification is given, no LTSL will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing

to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

For purposes of LTSL usage, "immediate family" is defined as grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, foster child, grandchild, any other person who stands in place of parents, or any person for whom the employee serves as legal guardian or legal custodian.

For purposes of LTSL usage, "hospitalization" (in-patient/out-patient) is defined as admission into a surgery center, hospital, hospice or residential medical care facility.

### Section 3. Conversion/Transfer of Paid Personal Leave and Long Term Sick Leave

#### A. Conversion or transfer of Paid Personal Leave (PPL) at year's end:

Any balance of PPL credit that was earned in a year and remains in the account at the end of the PPL credit year may either be a) transferred at 100% value to the employee's Long term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. PPL may also be donated in accordance with the policies instituted by Management. Employees may cash out a maximum of five days (40 hours) of the PPL credit balance each year. The cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than December 31 of the year in which PPL was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

Starting December 2014, any balance of PPL credit that was earned in a year and remains in the account at the end of the PPL credit year may either be a) transferred at 100% value to the employee's Long Term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. PPL may also be donated in accordance with the policies instituted by Management. Employees may cash out a maximum of five days (40 hours) of the PPL credit balance each year. The cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than the pay period that includes January 15 of the year following the year in which PPL was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

All PPL credit balances that are cashed out or transferred are excluded from further conversion. No PPL balance shall be carried forward to a new leave year. Employees eligible to convert PPL credit at year's end must indicate their desire to convert their PPL credit balance, using the conversion form provided for this purpose. If the PPL credit conversion form is not received in the County Human Resources Department by the specified date, any PPL credit balance remaining at the end of the year will be transferred automatically to the employee's LTSL account.

Any employee who separates from service during the year (except in instances of death or retirement with at least ten (10) years OPERS service credit) shall not be eligible for cash conversion of his or her unused PPL credit balance. In such case, unused PPL hours will be transferred to the employee's LTSL and held on account. In the event of retirement with 10 years of service or death, the employee's balance of PPL is transferred to LTSL and paid out according to LTSL provisions below.

**B. Long Term Sick Leave (LTSL) Conversion at Retirement or Death**

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Ohio Public Employees Retirement System, employees with at least thirty (30) years' service credit under the Ohio Public Employees Retirement System, and the estate of employees who die while employed full-time with the County shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for the first 2000 hours, up to a maximum of 1000 hours total.

An employee may convert his or her LTSL credit balance to cash under the provisions of this Article only once.

**Section 4. Transferring Sick Leave Credit**

An employee who transfers to the County from another public agency in Ohio shall be credited with the unused balance of his/her accumulated sick leave, provided that the time between periods of public service does not exceed 10 years, upon receipt by the County of written confirmation of the accrued time.

**Section 5.** If the County and AFSCME Ohio Council 8 negotiate different PPL or Long Term Sick Leave language, Veteran Services employees will be subject to the terms set forth in the newly negotiated agreement.

**ARTICLE 23 LEAVE OF ABSENCE**

**Section 1. Leave Without Pay**

- A. Upon written request, leave without pay for personal reasons, including illness or injury, may be granted for periods, not in excess of one hundred eighty (180) calendar days upon approval by the Montgomery County Veterans Service Commission. Time on such leave of absence shall not be counted as time in service

for purposes of determining seniority (except as provided by Seniority Article) sick leave or vacation rights. The total unpaid leave days shall not exceed one hundred (180) calendar days. Upon return from such leave, the employee will be reinstated in his old classification, or one of equal grade.

- B. Should an employee wish to return before the expiration of his leave without pay, he/she may do so after giving his immediate supervisor at least fourteen (14) calendar days written notice of his wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he/she shall be deemed to be absent without leave, and may be discharged. However, the purpose of his failure to return shall be considered.
- D. If an employee requests leave of absence without pay for medical reasons, he/she shall submit a doctor's certification stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.

Section 2. Work-Related Injury

1) Reporting:

- A. Any work-related injury/illness is to be reported to Management within twenty-four (24) hours of its occurrence.
- B. In accordance with Montgomery County Risk Management policy and procedures; and to properly report and/or administer work-related injuries/illnesses, the Employee must:
  - 1. Sign and submit a Montgomery County Employee Injury Report form.
  - 2. Sign and submit a completed Bureau of Workers' Compensation application form if medical treatment is sought.
  - 3. Sign and submit a Wage Continuation Reimbursement Agreement to reimburse the Veterans Service Commission for improperly made Wage Continuation payments.
  - 4. Sign and submit a medical release form when requested.
  - 5. Submit proper medical documentation (OBWC Medco 14 form) for all absences, and to report temporary or permanent limitations and restrictions.

2) Transitional Duty:

- A. An Employee with temporary limitations and restrictions which prevents the Employee from performing the substantial and primary duties of their position as the result of a work-related injury/illness may be required to perform Transitional Duty as provided by the employer when approved for light duty work by the attending physician.
- B. Transitional Duty is paid at the Employee's full, regular rate of pay. Transitional Duty is limited to sixteen (16) weeks over the lifetime of the claim and should not be implemented until the Employee is expected to be capable of returning to full duty.
- C. An Employee may refuse Transitional Duty but failure to participate will result in the denial of Wage Continuation benefits and may result in an objection to Temporary Total Compensation by the Ohio BWC.
- D. The primary goal of Transitional Duty is to return the Employee to their regular job but other work within the department would be appropriate if the employee is temporarily unable to do any part of their regular job. Work outside the immediate department may be considered if work is not available within the employee's department.
- E. An Employee on Transitional Duty who has exhausted all available Wage Continuation may elect to use available paid leave or Leave Without Pay. An Employee electing Leave Without Pay may be eligible for Wage Loss or Temporary Total benefits from the Ohio Bureau of Workers' Compensation.
- F. If the attending physician is non-responsive in providing appropriate medical documentation for limited duty or absences, and the employee exercises their right to have the Employee examined by a physician of their choice, approval of the Transitional Duty position by our physician will be considered a valid Transitional Day offer. A disagreement between the two (2) practitioners shall be resolved by the two (2) practitioners agreeing on a third practitioner and the third practitioner's decision shall be final.

3) Wage Continuation

- A. An Employee shall receive his/her regular day's pay for the date on which he/she was injured, when such injury occurred in the performance of his/her job and the Employee leaves work to seek medical attention.

- B. An Employee who is temporarily and totally disabled from full, regular duty; is unable to return to Transitional Duty; or when Transitional Duty is unavailable, shall receive his/her full, regular wages, in the form of Wage Continuation the day immediately following an injury.
- C. Wage Continuation may continue up to a maximum of twelve (12) weeks over the life of the claim. An OBWC Medco 14 form is required for all absences and limited duty. Wage Continuation may be used for medically documented absences and treatment, including a medically approved gradual return-to-work program or remain-at-work program which includes therapy for Employees requiring treatment but whose limitations and restrictions do not prevent the Employee from performing their regular job duties.
- D. Part-time Employees will have Wage Continuation benefits pro-rated. Seasonal, temporary, and intermittent Employees qualify for Wage Continuation benefits at their base rate of pay for the period of time the appointment was approved.
- E. Time authorized under Wage Continuation is considered a FMLA qualifying event.

4) Coordination of Benefits

- A. Time authorized under Wage Continuation and/or Transitional Duty is considered time worked for an Employee still in his/her probationary period.
- B. An Employee continues to accrue Sick and Vacation Leave while on Wage Continuation and/or Transitional Duty. Sick and Vacation leave are pro-rated for reduced hours of Wage Continuation.
- C. An Employee is eligible to receive Holiday pay while on Wage Continuation and/or Transitional Duty based upon scheduled hours.
- D. Employer contributions for OPERS, health and life insurance continue while on Wage Continuation and/or Transitional Duty.
- E. An Employee is eligible for all scheduled payroll increases while on Wage Continuation and/or Transitional Duty.

5) Disability Separation:

An employee who is unable to perform the duties of his/her position due to a medically documented disabling work injury/illness and has exhausted Wage Continuation, may elect other available paid leave or Leave Without Pay (LWOP). Unpaid Leave for a work-related injury cannot exceed one (1)

year from the date of disability inclusive of time spent on Transitional Duty. After one (1) year of paid and/or unpaid leave inclusive of time spent on Transitional Duty, the Employee will be placed on disability separation. Disability separation is a termination of employment with reinstatement rights. Employees on disability separation remain eligible for all applicable Workers' Compensation benefits in accordance with the Ohio Bureau of Workers' Compensation and Ohio Revised Code.

- A. An employee has reinstatement rights following a disability separation for a maximum of three (3) years (inclusive of time spent on leave of absence). An employee may be reinstated to a position in the classification the employee held at separation to a similar classification at any time within the three (3) years period by making a written request and providing appropriate medical documentation

Such request must include a medical examination or satisfactory documentation the disability no longer exists.

- D. An employee has reinstatement rights following a disability retirement approved through OPERS for a maximum of five (5) years following the date of disability retirement. An employee may be reinstated to a position in the classification the employee held at disability retirement or to a similar classification at any time within the five (5) year period by making a written request and providing appropriate medical documentation. Such request must include a medical examination or satisfactory documentation the disability no longer exists.

- E. Management reserves the right to have the employee examined by a practitioner of its choice. A disagreement between the practitioners shall be resolved by the two (2) practitioners agreeing on the third practitioner and the third practitioner's decision shall be final.

- F. Disability Separation from a work-related injury/illness occurs one year following the date of disability inclusive of paid and/or unpaid leave and time spent on Transitional Duty. Calculation of the year for disability separation involving subsequent absences shall be as follows:

A full duty return-to-work of 30 days or less will not be considered a return-to-work for the purpose of calculating the year for disability separation.

A full duty return-to-work from day 31 through 180 days will extend the period of time to be calculated for the year of disability but will not start the year over.

A full duty return-to-work of 181 days or more will be considered a successful return-to-work and the calendar year will begin again with the next absence.

Section 3. Management may require a second opinion from a physician of its choosing if leave without pay for medical reasons is requested. Additionally, Management may require an employee to take an examination conducted by a licensed physician of Management's selection to determine an employee's capacity to perform the duties of his position. The cost of such examinations shall be paid for by the County.

Section 4. Educational Leave. An employee may apply for educational leave after the completion of his probationary period with the County which shall be subject to the Employer's discretion. He shall be reinstated with full seniority at the completion of his leave, provided:

- A. He declares his intention at the time of application to return to the County within nine (9) months from the start of his leave.
- B. He reaffirms this intention in writing every three (3) months from the start of his leave.
- C. He does so return to work at the Commission.
- D. If educational leave is not granted, the reason for the denial shall be furnished to the employee in writing. Such leave shall be without pay.
- E. The Commission will provide reimbursement after satisfactory completion of course work for tuition, books and lab fees for full-time employees to further their potential by attending any accredited school or institution. The annual maximum tuition reimbursement cannot exceed \$2,400.00 total. Work-related course and/or training reimbursement shall be at 100% up to the \$2400.00 maximum in accordance with the Commission's training policies. Work related courses required will be paid for in advance at the Employer's expense as well as lodging and meals on a per diem basis consistent with Commission policy through October 31, 2014. In case of hardship, an employee may request that lodging and meals be paid for in advance for required work related courses.

Employees who participate in the tuition assistance program must remain in active employment status for one year following receipt of reimbursement for tuition. Employees leaving active employment status within one (1) year following receipt of reimbursement for tuition are required to repay the Commission for the cost of reimbursement. This repayment amount may be prorated based on the total months of employment following the reimbursement.

To be eligible to apply for reimbursement, the courses must directly improve the employee's value to the Commission in his present position or enhance an employee's chances for advancement to another position.

Section 5. Military Leave. Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Montgomery County Veterans Service Commission shall not refuse to employ or discharge an employee because of military membership or prior service. Employees "in military service" will not be prevented from performing duties when called upon. An employee who is a member of the Ohio Army National Guard, Ohio Air National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or is a member of another reserve unit of the armed forces, or is serving in the United States Air Force, Army, Coast Guard, Navy, or Marines should be aware of the following:

A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. If sick leave time is available, an employee may use up to three (3) days of paid leave for this purpose.

Military personnel are entitled to a short-term leave of absence with pay for periods not to exceed 31 calendar and/or 22 working days each calendar year plus up to three (3) travel days if necessary.

Continuation of an employee's pay while on short term or long term military leave shall be as required by the Ohio Revised Code.

#### **ARTICLE 24**

#### **LABOR MANAGEMENT COMMITTEE**

Section 1. In the interest of sound industrial relations, a joint committee of six (6) persons, half of whom shall be from the Employer and half of whom shall be from the Union, may convene every two (2) months or as mutually agreed, for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems.

Section 2. The parties will prepare an agenda prior to a Labor-Management Meeting (LMM). Minutes of a Labor-Management meeting will be recorded and Management will provide the Union with written acknowledgment within five (5) working days after the meeting of any areas of agreement. Proper subject matters to be discussed in a Labor-Management Committee may include, but are not limited to:

- A). An alleged violation of an employee or group of employee rights under this Agreement.
- B). Establishment of new work rules, or changes in existing work rules.
- C). Discussion and resolution of safety problems on the job.

- D). Discussion of caseloads.
- E). Discussion of revisions to job standards/objectives before they are implemented.

**ARTICLE 25                    INSURANCE**

Section 1. Eligibility and Coverage. All employees, excepting part time (working 20 hours or less per week), temporary, seasonal, and intermittent employees, shall be entitled to participate in the County's group health insurance program in accordance with the County's Section 125 Plan.

Employees, whose spouse also works for the County and is eligible for medical benefits under the County plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can elect Employee only, or can select Employee plus Children or Employee plus Spouse or Family coverage with the other declining. In all cases, any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive monthly waiver.

The Commission will contribute the following amounts to employees eligible for the waiver who choose to waive medical coverage:

Employee Only:	\$57.50 monthly for an annual total of \$690.00
Employee + Child(ren):	\$90.00 monthly for an annual total of \$1080.00
Employee + Spouse:	\$100.00 monthly for an annual total of \$1,200.00
Family:	\$120.00 monthly for an annual total of \$1440.00

Employees may contribute to a Flexible Spending Account, either the Health Care Account or the Dependent Care Account or both, by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

A. Employees may participate in the County's wellness incentive program, or a similar program if offered, to reduce monthly contributions in the Buy-up Plan or to increase contributions to the Health Savings Account for participants in the County (HDHP) Plan.

Section 4. Employee will receive the waiver amount or contribute to the health plans the amount negotiated between AFSCME, Ohio Council 8, DPSU, Local 101 and the Montgomery County Board of County Commissioners.

Section 5. The Commission will provide \$50,000.00 of group term life insurance to all employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal and intermittent employees, for the duration of this Agreement in accordance with the Plan. The Commission will pay the entire cost of the group basic life insurance. Additionally, the

Commission may provide optional supplemental term insurance which employees may choose to purchase and have the cost thereof be deducted from their normal wages through payroll deduction.

Section 6. Employee deductions and contributions will occur on a schedule of deductions established by the Employer and consistent with the Plan established by Montgomery County.

Effective July 1, 2015 through June 30, 2016, the employee will contribute to the plans as follows:

Coverage Level	Monthly Payroll Deduction		
	Effective 7/1/2015 – 6/30/2016		
	BuyUp Plan	County Plan	Basic Plan
Employee Only	\$195.00	\$40.00	\$25.00
Employee + Children	\$255.00	\$45.00	\$30.00
Employee + Spouse	\$270.00	\$55.00	\$35.00
Family	\$330.00	\$65.00	\$45.00

Section 7. The benefits provided for herein shall be provided through group coverage selected by the Employer as directed by the County.

Section 8. Dental Plan - The Commission shall pay \$34.00 premium costs per month per employee for employees' participation in the AFSCME Care Plan - Dental Level II. The payment is due by the 20<sup>th</sup> of the month and should be mailed to: "Ohio AFSCME Care Plan, 1213 Tennessee Avenue, Cincinnati, Ohio 45229."

Section 9. COBRA – Employees who are terminated (except for gross misconduct) may, consistent with Federal COBRA requirements, maintain hospitalization and major medical benefits for eighteen (18) months after date of termination. Arrangements for payments shall be made between the employee and the payroll department prior to the effective date of termination.

Section 10. An Employee Assistance Program will be made available to all employees.

Section 11. The County will continue to provide health insurance under the terms of this agreement for a period of six (6) months (one hundred eighty (180) days) when an employee is on an unpaid leave of absence.

## **ARTICLE 26                      WAGES**

Section 1. Effective March 1, 2015 employee's pay shall be increased by 2.5%. There shall

be no step increases for 2015.

Section 2. Not earlier than 90 days or later than 60 days prior to April 16, 2016, either party may reopen the contract for the purpose of negotiating wage rates to include annual across the board and step increases for the year.

Section 2. Not earlier than 90 days or later than 60 days prior to April 16, 2017, either party may reopen the contract for the purpose of negotiating wage rates to include annual across the board and step increases for the year.

Employees required to work and substantially perform the job duties in a higher classification on a temporary basis will be paid at the appropriate pay rate in the higher pay range which represents at least a 4% increase over the employee's present wages. Temporary rates shall apply to any member at any time he/she is required to work and substantially perform the job duties of a higher classification for two (2) hours or more in a work day, except those duties which are incidental to the duties set forth in the description of duties of his/her regular classification assignment. This section shall not apply to training programs.

All disputes shall be settled as provided for by O.R.C. 4117.14, unless otherwise agreed upon by the parties.

#### **ARTICLE 27 MILEAGE & PARKING**

Section 1. Employees shall receive mileage and parking reimbursement for the authorized use of private automobiles on Commission business. Reimbursement forms must be filed showing the date and time to travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at the current Internal Revenue Service standard rate per mile for this Agreement.

#### **ARTICLE 28 DURATION OF CONTRACT AND WAIVER**

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties each voluntarily and unqualified waive the right and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. All other agreements either written or verbal are hereby terminated.

Section 2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties shall set the date to commence negotiations within fourteen (14) days upon receiving notice above unless the parties mutually agree otherwise.

Section 3. This Agreement shall become effective as of ratification by both parties with the signatures of both parties, and shall remain in full force and effect for the covered employees until the contract termination date.

Section 4. The duration of the Agreement shall be April 15, 2015 through April 14, 2018.

**ARTICLE 29 MISCELLANEOUS AGREEMENTS**

Section 1. Employees will be granted reasonable time to attend meetings held at the County Administration Building or other County facilities where seminars or training sessions are held to discuss PERS, Deferred Comp or other benefits that affect the employees' wages, retirement or disability and said sessions are not made available at the employee's regular place of work if Employer has received three (3) work days advance notice.

**ARTICLE 30 SUCCESSOR**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or the assignment of either party hereto or of any separable, independent segment of either party hereto except to the extent that of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

**ARTICLE 31 NO STRIKE OR LOCKOUT**

It is understood and agreed that the services performed by the Commission and the employees are essential. The Union, therefore agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The Commission agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

## **ARTICLE 32 EMPLOYEE ASSISTANCE PLAN AND SUBSTANCE TESTING**

Section A. EAP Employer shall establish an Employee Assistance Program ("EAP") to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section B. The Labor Management Committee shall meet after the effective date of this Agreement to formulate a policy for substance testing which policy shall be binding upon all parties hereto.

The Employer reserves the right with 30 days advance notice to the Employees and Union to implement a program of random drug and alcohol testing that applies to all employees of the Commission whether part of the bargaining unit or not.

## **ARTICLE 33 EVALUATIONS**

Section 1. All employees under the Veterans Service Commission will be evaluated at least once annually.

Section 2. Both the employee and the supervisor shall participate in the evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her immediate supervisor and to sign the evaluation form to indicate that he/she has done so although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation. In the event an employee refuses to sign an evaluation form, the supervisor and the employee may each call another employee as a witness to the refusal to sign and shall sign as a witness to the employee's refusal to sign the form. Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee, and become a permanent part of the employee's records. The employee shall receive a copy of the evaluation at that time and the evaluation shall be placed in the employee's personnel file. Once an employee has signed the evaluation form, Management shall not make any further changes. Performance evaluations are not subject to the grievance process. Evaluations rated "Does Not Meet Requirements", must be accompanied with supporting documentation.

## **ARTICLE 34 JURY DUTY/COURT APPEARANCE**

Section 1. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty and be paid his/her regular full pay for hours he/she would otherwise have worked.

Section 2. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena to testify concerning work related matters, shall be released from duty and be paid his/her regular full pay for hours he/she would otherwise have worked and consistent with the Fair Labor Standards Act ("FLSA").

Section 3. Compensation received from a court for jury service or for witness fees in situations as indicated in Sections 1 and 2 above, shall be paid by the employee to the Montgomery County Treasurer.

Section 4. An employee shall not be compensated for time spent to pursue non-job related legal action as a plaintiff, defendant, petitioner, or respondent.

#### **ARTICLE 35 BULLETIN BOARDS**

Section 1. The Employer shall provide the Union with one (1) bulletin board.

Section 2. The Union may use the bulletin board for posting notices of the following types:

- a. Recreational and social events
- b. Union elections and election results;
- c. General membership meetings and other related business meetings; and
- d. General Union business of interest to members.

Section 3. The Union will be permitted to use the Veteran Services interoffice e-mail to notify the members of Union meetings and special notices.

**Memorandum of Understanding  
Employee Benefits Contribution Waiver**

This agreement is entered by and between AFSCME, Ohio Council 8, Local 101, DPSU (hereinafter called AFSCME) and Montgomery Veteran's Service Commission (hereinafter called the County) on this 9<sup>th</sup> Day of April, 2015:

Montgomery County agrees to a one-time Employee Benefits Contribution Waiver for the month of December 2015. Employees will not be required to pay the employee benefit contribution.

SIGNATURE PAGE

Montgomery County Veteran's  
Service Commission



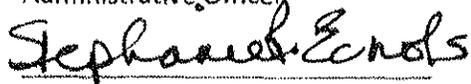
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Herb Davis  
Executive Director



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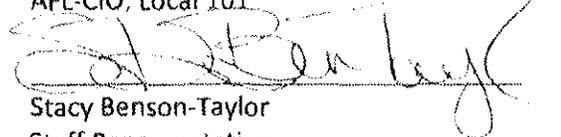
Patricia Franklin  
Administrative Officer



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Stephanie Echols  
Montgomery County  
Human Resources Director

Ohio Council 8, American Federation  
of State, County and Municipal Employees,  
AFL-CIO, Local 101



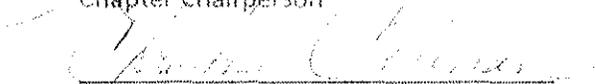
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Stacy Benson-Taylor  
Staff Representative



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Jesse Johnson  
Chapter Chairperson



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Christine Coleman  
Chapter Vice Chairperson

**RESOLUTION NO. 15-1141  
AUGUST 4, 2015**

RESOLUTION AUTHORIZING THE 2015-2018 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MONTGOMERY COUNTY VETERANS SERVICE COMMISSION AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O., COUNCIL 8, LOCAL #101, THE DAYTON PUBLIC SERVICE UNION.

WHEREAS, the Veterans Service Commission and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., Council 8, Local #101, the Dayton Public Service Union engaged in good faith bargaining; and,

WHEREAS, such good faith bargaining resulted in an Agreement to the mutual satisfaction of the parties.

NOW, THEREFORE, BE IT RESOLVED that the 2015-2018 Collective Bargaining Agreement between the Montgomery County Veterans Service Commission and American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., Council 8, Local #101, the Dayton Public Service Union be and is hereby authorized.

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BE IT FURTHER RESOLVED that the Clerk of Commission certify and make an imaged copy of this Resolution available on the Montgomery County, Ohio website at <http://www.mcoho.org/>

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mrs. Lieberman, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mr. Foley, absent; Mrs. Lieberman, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 4<sup>th</sup> day of August, 2015.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

  
Gayle L. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio