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STATE EMPLOYMENT  
RELATIONS BOARD

2016 FEB 11 P 3-15

STATE EMPLOYMENT  
RELATIONS BOARD

2016 FEB 11 P 3

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**LUCAS COUNTY VETERANS SERVICE  
COMMISSION**

**and**

**PROFESSIONALS GUILD of OHIO**

**January 1, 2016 through December 31, 2018**

**TABLE OF CONTENTS**

<b><u>Contract Article</u></b>	<b><u>Page</u></b>
Article 1, Recognition.....	3
Article 2, Definitions.....	3
Article 3, Management Rights.....	3
Article 4, Union Rights.....	4
Article 5, Union Security.....	6
Article 6, No-Strike Pledge.....	7
Article 7, Non-Lockout Pledge.....	7
Article 8, Labor/Management Meetings.....	7
Article 9, Non-Discrimination.....	8
Article 10, Layoff and Recall.....	8
Article 11, Health and Safety.....	9
Article 12, Grievance Procedure.....	9
Article 13, Employee Discipline.....	11
Article 14, Employee Evaluations.....	12
Article 15, Probation.....	13
Article 16, Job Audits.....	14
Article 17, Personnel Files.....	14
Article 18, Job Postings.....	15
Article 19, Hours of Work.....	17
Article 20, Wages.....	18
Article 21, Call Back.....	19
Article 22, Vacation and Holidays.....	19

Article 23, Mileage Reimbursement.....	21
Article 24, Fringe Benefits.....	21
Article 25, Sick Leave and Leave of Absences.....	21
Article 26, Leave Donation Program.....	23
Article 27, Personal Leave.....	23
Article 28, Miscellaneous Working Conditions.....	24
Article 29, Break Room.....	24
Article 30, Training and Development.....	24
Article 31, De-Certification.....	25
Article 32, Provision Contrary to Law.....	25
Article 33, On Call Pay.....	25
Article 34, Subcontracting.....	25
Article 35 Termination.....	26
<b>Appendix A. Wage Scale (01/01/2016) .....</b>	<b>27</b>
Appendix B. "Sick Leave Donation Policy".....	28
Memorandum of Understanding.....	31

**ARTICLE 1  
RECOGNITION**

Section 1

The Lucas County Veterans Service Commission (hereafter referred to as "Employer"), recognizes and acknowledges the Professionals Guild of Ohio (hereafter referred to as "Union"), as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit in the following classifications:

Driver  
Receptionist  
Investigator  
Lead Investigator  
Service Officer

Section 2

The positions of Executive Director and Deputy Director are excluded from the Bargaining Unit.

**ARTICLE 2  
DEFINITIONS**

The following terms shall have the meaning indicated, as used in this Agreement:

- A. "Bargaining Unit" means a single unit composed of all individual employees and those position titles established and identified as being included in the Bargaining Unit.
- B. "Employer", "Agency" or "Board" means the Lucas County Veterans Service Commission. For administrative purposes, the Executive Director or Deputy Director shall be considered the Employer's designees.
- C. "Representative of the Union" means stewards, officers, and employees of the Union.

**ARTICLE 3  
MANAGEMENT RIGHTS**

Section 1

The Union shall recognize the right and authority of the Board 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 Board 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, hire, promote, transfer, assign, evaluate, layoff, 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 lack of work, lack of funds, or abolishment of position;
5. To determine the hours of work, 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 classifications, and the standard of quality and performance to be maintained;
7. To require designated employees to submit to examination by a physician in accordance with the rules and regulations of the Ohio Department of Administrative Services or other regulatory agencies.

## Section 2

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

## **ARTICLE 4 UNION RIGHTS**

### Section 1

The Employer agrees to furnish the Union Steward once during the month, a list of personnel transactions which involve additions to or deletions from the bargaining unit. The employer will include in the list, employees hired and employees promoted or transferred into or out of the bargaining unit. This list will show the names and effective date of the transaction.

## Section 2

The Employer agrees to install an Employer furnished Bulletin Board of 2 ft. x 3 ft. size for posting of Union information, to be located in a mutually agreed upon area.

## Section 3

The Union shall be represented by one (1) steward and one (1) alternate steward, and shall furnish their names to the Board. The alternate steward shall serve in the absence of the regular steward. With prior approval from the steward's (or alternate steward's) supervisor, the steward (or alternate steward) shall be released from his/her duties and paid a maximum of five (5) hours per week for time spent to handle all union related matters, including investigating and processing grievances and in meetings with Board representatives.

The steward (or alternate steward) shall notify the immediate supervisor that he/she is leaving his/her job to handle a Union related matter and shall report when returning to work. This privilege shall not be abused and any abuse will be subject to disciplinary action. The supervisory approval above shall not be unreasonably withheld.

## Section 4

The Employer shall provide employee mailboxes. The Union shall possess the right to use employee mailboxes for distribution of Union material.

## Section 5

Representatives of the Union shall be permitted access to Employer workplaces. Union related business shall not be conducted when clients are present and shall not interfere with the work of the employee.

## Section 6

Paid administrative leave shall be granted to the steward to attend workshops, conferences and conventions of the Union's affiliate organizations. In no event shall paid leave exceed two (2) days per calendar year for all employees.

## Section 7

The Steward may attend without loss of pay any employee orientation programs within the time allotted in Section 3 of this Article.

## Section 8

The rights accorded to the Union by this Agreement shall not be given to any other employee organization by the Employer except as may be required by law.

Section 9

The Union shall be permitted to hold meetings on Agency property. Union requests for meeting space shall be treated as any other request for space. Agency meetings shall take precedence.

**ARTICLE 5  
UNION SECURITY**

Section 1

Pursuant to Section 4117.09 of the Ohio Revised Code, the Employer shall deduct during the life of this Agreement, from the wages of members in the bargaining unit, membership dues in "the Union" for each employee who has signed an authorization card for such deductions.

Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article.

All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within ten (10) days after the deductions were made. The Employer shall not be responsible for conditions in the County Auditor's Office that cause delay.

Section 2

All employees in the bargaining unit, who are not members of the Union, after sixty (60) days from the date of hire, shall pay Fair Share in accordance with Section 4117.09(C) of the Ohio Revised Code. The Union shall inform the Employer of the amounts to be deducted under this Section.

O.R.C. 4117.09 states "The deduction of fair share fee by the public employer from the payroll check of the employee and its payment to the employee organization is automatic and does not require written authorization of the employee". Further, the Ohio Collective Bargaining Act repealed, as of April 1, 1984, O.R.C. 9.41 which allowed the voluntary revocation of union dues. It is the position of the Employer that these sections in tandem represent a clear position that the agency fees can be collected by the Union and a duty is placed on members of the bargaining unit to pay said agency fee to the Union.

Fair Share Fees shall be deducted in equal installments each pay period from the wages of the bargaining unit employees who are not members of the Union. The Union shall inform the Employer of the amounts to be deducted under this Section. However, the amount of such Fair Share Fees shall not exceed the amount of Union membership dues.

All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within ten (10) days after the deductions were made. The Employer shall not be responsible for conditions in the County Auditor's Office that cause delay.

Section 3

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for purpose of complying with the provisions of this Article.

**ARTICLE 6  
NO STRIKE PLEDGE**

Section 1

The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any individual members instigate or participate, directly or indirectly, in any strike, walkout, work stoppage or slowdown, at any operation or operations of the Employer for the duration of this Agreement.

Section 2

The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of paragraph one (1). In the event a violation occurs, the Union shall promptly notify all employees that such action is prohibited and advise all employees to return to work at once.

**ARTICLE 7  
NO LOCKOUT PLEDGE**

The Employer shall not lock out any employees for the duration of this Agreement.

**ARTICLE 8  
LABOR/MANAGEMENT MEETINGS**

Section 1

The Employer's Executive Director shall meet on an as needed basis with the representatives of the Union to discuss and attempt to resolve matters of concern.

Section 2

Composition of the Labor/Management Meetings shall be limited to three (3) representatives from both the Employer and the Union. Meetings shall be limited to no more than twice a month, except upon mutual agreement of the parties.

## ARTICLE 9 NON-DISCRIMINATION

Neither the Employer nor the Union and its officers and representatives shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, **gender, genetic information, sexual orientation, military status, veteran status** martial status, employee organizational membership, handicap, disability, political affiliation, or age as such terms are defined by law. There shall be no sexual harassment of employees. The Employer and the Union agree to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters.

## ARTICLE 10 LAYOFF AND RECALL

### Section 1

When the Employer determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of:

- A. Lack of funds (a current or projected deficiency of funding);
- B. Lack of work (a current or projected decrease in the workload); or
- C. Abolishment of positions (the deletion of positions because of a lack of continued need for the position(s)),

All layoff and recall procedures utilized by the Board shall be consistent with the Rules and Regulations of the Department of Administrative Services and the State Personnel Board of Review.

Employees may be laid-off in accordance with the applicable provisions of the Ohio Revised Code and Ohio Administrative Code as may be amended from time-to-time.

### Section 2

Not later than forty-five (45) days prior to any anticipated layoff of Bargaining Unit employees, the Employer shall notify the Union. Upon request, Employer and Union representatives shall meet and confer as soon as practicable in order to discuss steps to prevent and/or minimize the layoff of employees (if possible). Such steps shall include, but not limited to:

- A. Offering other Bargaining Unit positions to the employee(s) in the affected classifications. Such an offer may only be made to an employee who is qualified for the position being offered. Seniority shall govern any choices among employees for such an offer. An employee who moves to a position in a different classification series shall serve a new probationary period equal in length to the initial probationary period established for that classification.

- B. Assisting employees who may desire and may be qualified to retire or resign.
- C. Assisting employees in the affected classifications in seeking and preparing for other employment.

Nothing in this Section shall prohibit or limit the Employer from laying-off employees in accordance with Section 1 of this Article.

## **ARTICLE 11 HEALTH AND SAFETY**

All employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given any assignment that is dangerous to his/her physical safety or health. However, it is recognized by the Agency and the Union that, due to the nature of the services and the clientele, it is not always possible to know the circumstances in which an employee may be involved. It is the responsibility of the employee to bring concerns he/she may have to the attention of his/her supervisor so that adequate precautions may be taken to prevent harm to himself/herself or his/her co-workers.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### Section 1

A grievance shall be defined as a dispute between an employee(s) and/or the Union and Employer concerning the interpretation or application of the terms of this Agreement. No matter subject to the grievance procedure may be filed with the State Personnel Board of Review.

### Section 2

Grievances shall be presented in accordance with the following procedures:

- Step 1            Informal Step: An employee with a grievance shall orally communicate his/her grievance within ten (10) working days of his/her knowledge of the alleged grievance to the Deputy Director and shall attempt to resolve it informally.
  
- Step 2            If the Grievant is not satisfied with the answer given in Step 1, he/she shall, within five (5) working days of receipt of the answer, reduce the grievance to writing and submit it to the Board or its designee. The written grievance shall identify 1) the aggrieved, 2) the facts, 3) all articles and sections believed to have been violated, 4) the informal attempt made to resolve the grievance at Step 1 and the answer at Step 1; and 5) the remedy sought. The Board or the Executive Director will ascertain the facts in a meeting with the Grievant and/or the

representative of the Grievant and shall respond in writing within ten (10) working days of the receipt of the grievance.

### Section 3

The Grievant shall have the right to process his/her grievance himself/herself or to be accompanied by a representative of the Union during hearings or meetings relative to his/her written grievance. Any meeting(s) will be scheduled at a mutually agreed time. The Union shall be notified by the Employer and shall be permitted to send an observer to all hearings.

### Section 4

The time limits provided for, in the agreement, may be extended only on mutual agreement of the parties. If the grievant fails to file or advance his/her grievance within the time limits prescribed by Section 2, the grievant shall be considered as satisfactorily answered by the last management representative responding to the grievance. If management fails to timely hold a hearing or respond to a grievance, the grievance will be processed to the next step of the grievance procedure.

### Section 5

The Union shall notify the Executive Director or his/her designee of any decision for arbitration on the grievance within thirty (30) calendar days of the written response to the grievance at step 2.

### Section 6

Within five (5) days following the receipt of the Union's request for arbitration, the Union and the Employer shall either jointly agree to an arbitrator or jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The Employer and Union shall select an arbitrator by the alternate strike method within ten (10) working days of receipt of the list of seven (7) names submitted by the Federal Mediation and Conciliation Service. The Employer and the Union shall alternate as the first to strike. Either the Employer or the Union shall have the option to completely reject the Federal Mediation and Conciliation Service lists of arbitrators and request another list.

All other procedures relative to the hearing shall follow the rules and regulations of the Federal Mediation and Conciliation Service.

Any cost associated with obtaining a list of arbitrators shall be equally shared by the Employer and Union.

If the parties mutually agree, the arbitration shall be held in abeyance, pending the result of grievance mediation either through the Federal Mediation and Conciliation Service, the State Employment Relations Board or a similar agency.

### Section 7

The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Union is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter the Agreement or any part thereof in any respect. The arbitrator shall also apply any applicable Ohio Civil Service Laws, policies of the Employer, Rules and Regulations of the Director of the Ohio Department of Administrative Services.

#### Section 8

It is expressly understood that the ruling and decision of the arbitrator, within its function described herein, shall be final and binding upon the parties, provided that such decision conforms to State and Federal law and does not conflict with Management's Rights as described in Article 3 of this Agreement. The costs of any proofs produced at the direction of the arbitrator, and rent, if any, for the hearing room, shall be borne equally by the Employer and the Union. The expenses of any witnesses shall be borne by the party calling for them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter.

#### Section 9

The arbitrator shall render in writing his/her findings and forward such findings and award to the Executive Director and/or his designee, and the Union.

### **ARTICLE 13 EMPLOYEE DISCIPLINE**

#### Section 1

No employee shall be given a written reprimand, be suspended, reduced in pay or position, discharged or removed except for the grounds stated in Section 124.34, ORC, nor shall the Employer take any form of corrective action against any employee except for just or reasonable cause.

#### Section 2

Progressive corrective action is the duty of the Employer; however, disciplinary actions must be based on just and reasonable cause, and be consistent with the laws and regulations governing such actions. The Employer will give a copy of the written corrective actions to the affected member.

#### Section 3

When a meeting is scheduled between an employee(s) in the bargaining unit and the Employer for disciplinary purposes (e.g., oral reprimand, written reprimand, suspension, discharges), employee will be advised in advance and allowed to have a representative of the Union present. The Union Steward will also be notified in advance of any meeting

between an employee in the bargaining unit and the Employer which is held for disciplinary purposes. In the event the recommended discipline is suspension, demotion, or removal, a pre-disciplinary meeting will be held. The employee and Union Steward will be notified in advance of the meeting.

#### Section 4

Written reprimands will be removed from the employee's personnel file after twelve (12) months from the effective date providing there are no intervening disciplinary actions, subject to the Ohio Public Records Act. Suspensions of five (5) days or less will be removed after twenty-four (24) months providing there are no intervening disciplinary actions after the effective date, suspensions of more than five (5) days will be removed after thirty (30) months providing there are no intervening disciplinary actions after the effective date subject, to the Ohio Public Records Act.

### **ARTICLE 14 EMPLOYEE EVALUATIONS**

#### Section 1

Each employee of the Employer will be evaluated by the Executive Director or Deputy Director no less often than annually, to assess his current job assignments, identify performance areas requiring improvement, to establish performance objectives for the next evaluation period, and to develop a plan for improvement of performance.

#### Section 2

Prior to the evaluation conference between the Executive Director or Deputy Director and the employee, the employee will be provided with a copy of the current evaluation form to allow the employee input. Upon completion of the employee's evaluation conference with the Executive Director or Deputy Director, he/she will be provided with a copy of the evaluation to be reviewed by him/her. After reviewing, should the employee desire to submit a written reply, he/she must do so within five (5) working days. If such a reply submitted within this time frame (five (5) working days), it shall be attached to the evaluation and accompany it through all Employer channels and become part of the employee's permanent personnel record.

#### Section 3

Upon being reviewed by all the appropriate levels of the Employer, the Employer will send a copy of any attachments to the employee for his/her records. Should there be any written statements at levels of supervision higher than the Executive Director or Deputy Director, that become part of the evaluation, the employee will be provided the opportunity to respond within two (2) working days and such a response will also be part of the evaluation.

#### Section 4

An employee who is on authorized unpaid leave of absence for more than two (2) weeks who returns to the same classification shall have his/her annual anniversary date extended in an amount equal to the time spent on unpaid leave. That date shall be his/her annual evaluation date.

#### Section 5

It is recognized by the Employer and the Union that the personal life of employees should reflect a standard expected of Public Employees. However, each employee's life style is that individual's choice, provided that such life style shall not prevent the employee from performing the duties assigned to him/her by the Agency.

#### Section 6

An evaluation system shall be developed by the Employer in consultation with the Union. Said evaluation system shall provide a numerical rating of the employee's work performance and shall be designed so that a sound objective assessment of the job performance of the employee may be rendered through its use.

### **ARTICLE 15 PROBATION**

#### Section 1

The probationary period of an individual employee is one hundred and twenty (120) calendar days and may be extended only upon the written agreement of the Employer, the individual employee, and the Union. For initial hires, any unpaid leave shall not be counted toward the one hundred twenty (120) day probationary period. For promotions, any paid or unpaid leave, including but not limited to sick leave and vacation (but including holidays) shall not be counted toward the one hundred twenty (120) day probationary period.

#### Section 2

The decision whether to terminate any employee during his/her initial probationary period or whether to reduce to his/her previous position of any employee during his/her promotional probationary period is solely within the discretion of the Employer. The termination of a probationary employee during his/her initial probationary period or the reduction of an employee during his/her promotional probationary period is not subject to review through the grievance procedure contained in this Agreement, nor may the decision be reviewed or reversed by an arbitrator or arbitration panel under this Agreement.

**ARTICLE 16  
JOB AUDIT**

Section 1

All employees shall be properly classified. All employees shall have a clear, written job description which shall be provided to the employee no later than January 31, 2007, or upon the first day of employment, whichever is later. All evaluations shall be based, in part, upon the employee's job description. If an employee feels he/she is being required to work outside of his/her classification or is not properly classified, he/she may request, in writing, a job audit. The request shall be sent to the Executive Director. Within five (5) work days of receipt of the request, the Executive Director shall interview the employee. The employee may have a Union representative present in the interview. Based upon the employee's job duties and the current classifications, the Executive Director shall render a decision. The decision shall be in writing, and sent to the employee and the Union Steward within twenty (20) work days of the interview. If the Executive Director decides to re-classify an employee, the employee shall be placed in the new classification at the beginning of the pay period following the decision. In the event there is not a classification that accurately describes an employee's duties, the Employer and the Union shall meet to negotiate a new classification and a rate of pay.

Section 2

Employees shall not be reclassified to a lower position.

Section 3

Job duties shall not be taken away from the employee during the audit procedure.

Section 4

An employee shall have the right to appeal the decision to Step 2 of the grievance procedure within ten (10) work days of receipt of the decision.

**ARTICLE 17  
PERSONNEL FILES**

Section 1

Employees will be allowed to review their personnel files and examine those evaluations that are directly related to the performance while an employee of the Employer and/or other material that may be part of their personnel file that relates to their employment with the Employer. Such a request is to be directed to the Executive Director.

## Section 2

Employees shall be provided with a copy of any materials that will become part of their permanent personnel record while an employee of this Employer. At that time, the affected employee may appeal the inclusion of such material pursuant to Article 12.

## Section 3

Confidentiality of personnel information shall be respected in all actions related to one's employment in this Agency, consistent with the Ohio Public Records Act.

# ARTICLE 18 POSTINGS

## Section 1

When a vacancy occurs in the bargaining unit and the Employer determines to fill that vacancy, the Employer shall post a notice of said vacancy on appropriate bulletin boards in all facilities for a period of five (5) working days, not including the day of posting. A vacancy shall be defined as a newly established position or existing position in which there is no incumbent. The position announcement shall state the following: 1) the Agency position; 2) classification, grade and salary position; 3) location; 4) principal accountabilities; 5) required qualifications; 6) deadline for submitting application; 7) regular hours of work are...; 8) and other information deemed appropriate by the Employer. Temporary positions shall not be posted.

## Section 2

The Employer need not consider applications received after the required posting period is complete.

## Section 3

Applications from employees and non-employees alike shall be submitted to the Executive Director for preliminary screening. The Employer reserves the right to extend the deadline for submitting applications in the event that no qualified applicants apply. The Chief Steward or Alternate Steward are authorized to submit bid applications on behalf of employees on a leave of absence during any posting period.

## Section 4

Upon receipt of the application and completion of screening, applicants shall be considered as follows: first consideration shall be given to timely qualified in-Agency permanent applicants in the same classification and in the same paygrade as the posted position; second consideration shall be given to timely qualified in-Agency permanent applicants who are in the same paygrade but not in the same classification; third consideration shall be given to those timely qualified in-Agency permanent applicants who desire the position as a promotion.

The term "qualified" as used in this section shall mean an applicant who meets the minimum qualifications which include, but are not limited to: the minimum statutory requirements (not necessarily in the order set forth in the statute).

#### Section 5

The Employer shall first offer the vacant position to qualified in-Agency applicants in the same classification as the vacancy who desire the position as a lateral transfer in order of their seniority. When the least senior of such qualified in-Agency applicants has refused the position or if there are no applicants in the same classification, the Employer shall offer the position to qualified in-Agency applicants applying for the position as promotion in order of their seniority. The position may then be offered to outside applicants, pursuant to O.R.C. Section 5901.06. The term qualified as used in this section shall mean an applicant who meets the minimum qualifications which include, but are not limited to: the minimum statutory requirements (not necessarily in order set forth in the statute).

#### Section 6

Seniority for all purposes under this agreement shall be defined as the total length of all service with the Agency. Time spent on unpaid leave of absence beyond thirty (30) days shall not be counted in determining accumulated seniority. Any ties in seniority will be broken based on the date of the employee's most recent application for employment with the employer (i.e., in such situations the employee with the earlier application date will be considered more senior).

#### Section 7

The Union Steward shall receive a copy of every job posting within two (2) days after it is posted in the Agency. The Union Steward shall also be notified within five (5) days when the job has been filled and by whom. If the Employer does not plan to fill a vacancy, the Union Steward shall be notified as soon as possible.

#### Section 8

When an employee successfully bids into a promotional position, he or she shall earn the higher rate of pay beginning on the first full pay period in which the employee is in the position.

#### Section 9

Once an employee has been notified that he/she is the successful candidate for a position, the employee shall have two (2) work days to either accept or reject the position. Any successful candidate who does not accept within the two (2) work day period will be deemed to have rejected the position.

## **ARTICLE 19 HOURS OF WORK**

### Section 1

The normal agency work week shall be forty (40) hours, consisting of five (5) eight (8) hour work days from 8:30 a.m. until 4:30 p.m. Monday through Friday including a paid lunch hour which is considered time worked.

Service Officers may occasionally work on the weekend upon the request of the Employer and the agreement of the Service Officer. In such instances, the Service Officer will flex the weekend hours within his or her work week immediately preceding or following the weekend in question (at the Service Officer's choice). Should the Service Officer be unable to do so due to operational requirements dictated by the Employer or due to an unforeseeable reason (e.g., medical emergency, office shut down, etc.) the Service Officer will be compensated in accordance with Article 19, Section 2. Under all other circumstances, any employee who works beyond forty (40) hours in the normal agency work week (or the employee's flexible schedule, as described in Article 19, Section 3) will be automatically compensated in accordance with Article 19, Section 2. Drivers may occasionally work more than eight (8) hours in one day when involved in transporting clients outside the Toledo area, due to client appointments running long or similar, unanticipated issues arising with such appointments, combined with the return drive to Toledo. In such instances, the Driver will flex the additional time worked within the normal agency work week in which it was worked. Should the Driver be unable to do so due to operational requirements dictated by the Employer or due to an unforeseeable reason (e.g., medical emergency, office shut down, etc.) the Driver will be compensated in accordance with Article 19, Section 2.

### Section 2

In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). All overtime shall have prior supervisory approval.

### Section 3

With prior supervisory approval, employees may work a flexible schedule outside the core work hours of 8:30 a.m. to 3:30 p.m., providing there is adequate office coverage and that appropriate services can be provided to clients. Supervisory approval will not be unreasonably withheld. At his /her sole discretion, the Executive Director may allow employees flextime within the core hours.

### Section 4

If the employee has contacted the Employer in advance, the employee may be up to five (5) minutes late for his/her shift without either being docked or disciplined. However the Employer will require that the employee deduct the time from either the employee's breaks or lunch hour. Further the Employer reserves the right to discipline in cases of repeated and/or excessive tardiness.

## Section 5

Employees will receive two fifteen (15) minute breaks with pay each work day. Employees must use the first fifteen (15) minute break during the first half of the workday and the second fifteen (15) minute break during the second half of the work day. However, with prior supervisory approval, an employee may flex one fifteen (15) minute break with his/her lunch hour, providing there is adequate office coverage and that appropriate services can be provided to clients. Approval to combine one break with the lunch hour will not be unreasonably denied.

## Section 6

If an employee is assigned to perform work in a higher classification within the employee's department and within the employee's class series or in a class series other than the employee's own, for ten (10) or fewer consecutive work days, he/she must be able to carry out the essential functions of the position, as determined by Management. Performing the essential functions is not sufficient to establish meeting the minimum qualifications for purposes of bidding.

If an employee is assigned to perform work in a higher classification within the employer's department and within the employee's class series or in a class series other than the employee's own for more than ten (10) consecutive work days, he/she must meet the minimum qualifications of the position.

Temporary working level assignments must be approved in writing by the Director/designee. The employees must sign a consent form for the temporary status change and rate change. Employees will not be required to perform such duties until written approval has been received by the employee.

If a temporary assignment is at least four (4) working hours, the affected employee shall receive a pay adjustment back to the first minute worked.

The employee will earn one-half (1/2) additional hour of pay at his/her current base rate for each four (4) working hours spent in the temporary working level, not to exceed one (1) hour for each day.

Temporary working level assignments shall not exceed ninety (90) consecutive work days unless mutually agreed to by the parties.

## **ARTICLE 20 WAGES**

### Section 1

Employees shall be paid at the rate established for their step in Appendix A.

**Base wages on the salary schedule will increase by three percent (3%) for all employees effective January 1, 2016 three percent (3%) effective January 1, 2017 and three percent (3%) effective January 1, 2018.**

**Employees covered by this contract on the Veteran Service Commission Payroll effective January 1, 2016, will receive a \$500.00 lump sum payment as soon as practicable upon ratification of the Agreement by the Employer and Union and approval by the Board of County Commissioners, Lucas County Ohio.**

Section 2

PERS pick up shall be as follows: The Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary increased by such "pick up" nor is the Employer's total contribution to PERS increased thereby.

Section 3

An employee who provides training or instruction to a newly hired or newly promoted employee at the request of the Employer will receive a fifty-cent (\$0.50) per hour pay differential while providing such training or instruction.

**ARTICLE 21  
CALL BACK**

Section 1

Employees will not be called back to work before or after their regular shifts.

**ARTICLE 22  
VACATION AND HOLIDAYS**

Section 1

Each full-time employee, including full-time hourly employees, after service of one (1) year with the State, County or any political subdivision of the State, shall have earned vacation leave with full pay, provided the employee has not been in a leave without pay status. If the employee has been in a leave without pay status, the amount of accrued vacation will be at a prorated amount. The following vacation accrual schedule shall apply:

YEARS OF SERVICE WITH THE COUNTY, STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE ENTITLEMENT:

Less than one (1) year.....	0 Work Weeks
1 to 6 Years.....	10 Work Days
7 to 13 Years.....	15 Work Days
14 to 20 Years.....	20 Work Days
21 to 25 Years.....	25 Work Days
26 + Years.....	30 Work days

Holidays 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, except once vacation has been accrued, only the previous years unused vacation accrual may be carried over annually as the employee's anniversary date.

In the event that an employee is denied and cannot use vacation time due to operational needs, the employee shall be permitted a period of three (3) months (once operational needs allow) to use the vacation.

An employee is entitled to compensation, at his current rate of pay, for the prorated portion of an earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any accrued and carried over but unused vacation leave at the time of separation subject to the provisions of this Article.

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

Employees are entitled to the following holidays with pay:

- January 1
- Third Monday of January
- Third Monday of February
- One-half day on Good Friday
- Last Monday in May
- July 4
- First Monday in September
- Second Monday in October
- November 11
- Fourth Thursday in November and the Friday following

December 24  
December 25  
One (1) day, December 31

Holiday leave shall be administered in conformity with the Ohio Revised Code and the Rules and Regulations of the Department of Administrative Services, except where inconsistent with the Agreement or past practice.

### **ARTICLE 23 MILEAGE REIMBURSEMENT**

#### Section 1

With prior supervisory approval, employees shall be reimbursed at the rate permitted for deduction by the Internal Revenue Service, for the use of their personal motor vehicles to conduct authorized Employer business. Reimbursement shall be made on the basis of miles driven.

#### Section 2

The employer will reimburse employees for parking expenses when such parking has received prior supervisory authorization and a valid receipt of expenditure is presented.

### **ARTICLE 24 FRINGE BENEFITS**

#### Section 1

The Employer agrees to maintain the same life insurance, family hospitalization plans, family dental plan and prescription drug cards plan for all full time employees, as are provided by the Lucas County Commissioners.

### **ARTICLE 25 SICK LEAVE AND LEAVE OF ABSENCE**

#### Section 1

All sick leave and leave of absence procedures utilized by the Employer shall be consistent with Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code.

## Section 2

A copy of the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code governing sick leave and leave of absence for employees shall be available in the Personnel Office.

## Section 3

Upon retirement (PERS) or death of an employee eligible to retire (PERS), he/she or the estate will be reimbursed one-fourth (1/4) of accumulated but unused sick time, up to a maximum of thirty (30) days.

## Section 4

Each month each employee shall be provided with a report of their sick leave, vacation, and personal leave, including hours earned, hours used, and hours accrued but unused.

## Section 5

Employees who have completed one (1) year of service shall be credited with three hundred dollars (\$300.00) at the beginning of each calendar year to be held on account for the employee by the Employer. For each day of sick leave taken by the employee during the course of the calendar year, the Employer shall deduct fifty dollars (\$50.00) from the three hundred dollars (\$300.00) credited amount. For each sick leave that entails less than one day, the Employer shall deduct twenty five (\$25.00) from the three hundred dollar (\$300.00) credited amount. Any money remaining from the three hundred dollar (\$300.00) credited amount at the end of the calendar year shall be paid to the employee.

## Section 6

Bereavement Leave. Employees will be granted three (3) days of leave with pay upon the death and funeral of an immediate family member if the funeral is within one hundred (100) miles of Toledo and up to four (4) days of leave with pay if the funeral is farther than one hundred (100) miles of the employee's residence. Such bereavement days can be taken either consecutively or non-consecutively.

For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, step-child, grandmother, grandfather, grandchild, or legal guardian.

## Section 7

When the use of sick leave exceeds three (3) consecutive days, on the fourth (4<sup>th</sup>) day or thereafter, when the employee returns to work, the employee shall provide his/her supervisor with a statement from his/her medical provider substantiating the employee's need not to work for medical reasons.

The Employer can require medical verification if excessive use of sick leave, or abuse of sick leave is suspected, consistent with the requirements of FMLA and ADA. Where excessive use of sick leave, or abuse of sick leave is substantiated the employer may take disciplinary action in accordance with Article 13, Employee Discipline

When an employee has exhausted paid sick leave, he/she shall not be allowed to automatically use paid vacation, personal or compensatory time with the exception of leave taken pursuant to FMLA. The use of paid vacation, personal or compensatory time for non FMLA unpaid sick leave is at the discretion of the Employer. All leave time, paid or unpaid, will be taken in fifteen (15) minute increments. The Employer shall be reasonable in applying this section of the contract.

#### Section 8

To receive holiday pay, an employee will be required to provide medical documentation in the event that he/she takes sick leave the day before or the day after said holiday. If the employee reports to work but takes a partial sick day on the day before and/or the day after a holiday the employee will not be required to provide medical documentation to receive holiday pay. Nothing in this provision shall impede the employer's right to require medical documentation or impose discipline in accordance with the terms contained in section 7 of this article.

### **ARTICLE 26 LEAVE DONATION PROGRAM**

#### Section 1

Leave Donation Program contained in Appendix B.

### **ARTICLE 27 PERSONAL LEAVE**

Employees shall be granted four (4) days leave with pay annually upon notification to the Executive Director or Deputy Director. Personal Leave must be used in minimal ½ day increments. Personal leave shall not be accumulated and under no circumstance will personal leave be cashed out.

**ARTICLE 28  
MISCELLANEOUS WORKING CONDITIONS**

Section 1

Employees shall within a reasonable time be provided with efficient available equipment and supplies for use in carrying out their assigned duties, based upon available funds within the Agency's budget as determined within the sole discretion of the Board.

Section 2

Employees required to be out-of-town overnight shall be permitted, at the Employer's expense, to make one (1) telephone call to the Toledo area each day. The Employer's responsibility for the cost of the call shall not exceed the cost of a ten (10) minute call.

Section 3

The parties recognize and agree that the efficient operation of the Employer requires a cooperative team effort by all parties and that in the spirit of team effort the Employer, Union, and employees will treat each other and clients with dignity and respect.

**ARTICLE 29  
BREAK ROOM**

Section 1

All employees shall be provided with adequate, convenient break space.

Section 2

Employees shall be relieved of all duties on break or lunch unless an emergency arises. If appropriate, employees may leave the premises for their breaks and lunch.

**ARTICLE 30  
TRAINING AND DEVELOPMENT**

Section 1

The Employer shall pay for all training required of employees by the Employer or necessary to completing their assignments as determined at the sole discretion of the Employer.

**ARTICLE 31  
DE-CERTIFICATION**

Section 1

De-certification will be pursuant to state law and is not grievable.

**ARTICLE 32  
PROVISION CONTRARY TO LAW**

Section 1

If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the laws or regulations of the State of Ohio or the United States of America, the parties will meet to attempt to negotiate any necessary change in the Agreement relative to the affected provision only, and the remainder of this Agreement shall continue in full force and effect. Nothing in this Agreement shall be construed to prevent the Employer from meeting its mandatory obligations imposed by law, provided, however, that the Employer must bargain in good faith regarding the affect of such obligations on wages, hours, terms and conditions of employment, as well as any term of this Agreement.

**ARTICLE 33  
ON CALL PAY**

Section 1

Employees shall be considered on-call if required to carry a pager or cellular telephone or otherwise required to make themselves available outside regular work hours.

Section 2

Employees shall not be placed on call.

**ARTICLE 34  
SUBCONTRACTING**

Section 1

The Board can subcontract provided such subcontracting does not directly result in the layoff of bargaining unit employees or in a reduction in the number of positions in the bargaining unit.

**ARTICLE 35  
TERMINATION**

Section 1

This agreement is subject to approval of or rejection by the Lucas County Commissioners as the "appropriate legislative body" under Section 4117.10 (B), Ohio Revised Code.

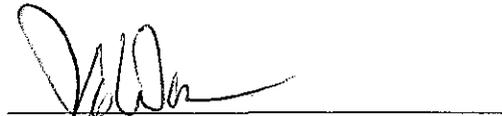
This Agreement will remain in effect from **January 1, 2016 until December 31, 2018**. In the event that either party wishes to terminate or amend this Agreement, notice must be given no later than sixty (60) days prior to **December 31, 2018**.

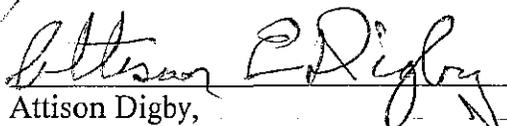
Section 2

The existing Agreement will remain in effect until a new Agreement is reached or until either party terminates this Agreement.

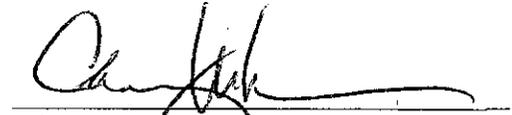
FOR THE LUCAS COUNTY VETERANS  
OF SERVICE COMMISSION

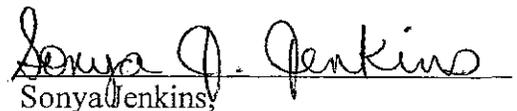
  
\_\_\_\_\_  
Lee Armstrong,  
Executive Director VSC

  
\_\_\_\_\_  
James Walter,  
Assistant Prosecuting Attorney

  
\_\_\_\_\_  
Attison Digby,  
Board President, VSC

FOR THE PROFESSIONAL GUILD  
OHIO

  
\_\_\_\_\_  
Chauncey Mason,  
Executive Director, P.G.O.

  
\_\_\_\_\_  
Sonya Jenkins,  
Chief Steward, VSC

  
\_\_\_\_\_  
Jana Oyerbides,  
Steward, VSC

**APPENDIX A WAGE SCALE 2016**

Wage Schedule, Effective January 1, 2016  
 Lucas County Veterans Service Commission

	<b>Secretary II/Driver</b>			<b>Investigator</b>			<b>Service Officer/Lead Investigator</b>		
		<b>Bi-Weekly</b>	<b>Annual</b>		<b>Bi-Weekly</b>	<b>Annual</b>		<b>Bi-Weekly</b>	<b>Annual</b>
Start	\$ 13.79	\$ 1,103.34	\$ 28,686.74	\$18.58	\$ 1,486.50	\$ 38,648.90	\$ 21.07	\$ 1,685.90	\$ 43,833.50
1 Year	\$ 14.21	\$ 1,137.12	\$ 29,565.12	\$19.14	\$ 1,530.99	\$ 39,805.79	\$ 21.70	\$ 1,736.17	\$ 45,140.37
2 Year	\$ 14.43	\$ 1,154.42	\$ 30,015.02	\$19.43	\$ 1,554.06	\$ 40,405.66	\$ 22.04	\$ 1,763.36	\$ 45,847.36
3 Years	\$ 14.66	\$ 1,172.55	\$ 30,486.35	\$19.71	\$ 1,577.14	\$ 41,005.54	\$ 22.38	\$ 1,790.55	\$ 46,554.35
4 Years	\$ 14.86	\$ 1,189.03	\$ 30,914.83	\$19.99	\$ 1,599.38	\$ 41,583.98	\$ 22.71	\$ 1,816.92	\$ 47,239.92
5 Years	\$ 15.08	\$ 1,206.34	\$ 31,364.74	\$20.30	\$ 1,624.10	\$ 42,226.70	\$ 23.05	\$ 1,844.11	\$ 47,946.91
6 Years	\$ 15.30	\$ 1,223.64	\$ 31,814.64	\$20.60	\$ 1,648.00	\$ 42,848.00	\$ 23.39	\$ 1,871.30	\$ 48,653.90
7 Years	\$ 15.53	\$ 1,242.59	\$ 32,307.39	\$20.91	\$ 1,672.72	\$ 43,490.72	\$ 23.73	\$ 1,898.50	\$ 49,360.90
8 Years	\$ 15.76	\$ 1,260.72	\$ 32,778.72	\$21.22	\$ 1,697.44	\$ 44,133.44	\$ 24.09	\$ 1,927.34	\$ 50,110.74
9 Years	\$ 15.99	\$ 1,278.85	\$ 33,250.05	\$21.54	\$ 1,722.98	\$ 44,797.58	\$ 24.45	\$ 1,956.18	\$ 50,860.58
10 Years	\$ 16.23	\$ 1,298.62	\$ 33,764.22	\$21.87	\$ 1,749.35	\$ 45,483.15	\$ 24.81	\$ 1,985.02	\$ 51,610.42
11 Years	\$ 16.48	\$ 1,318.40	\$ 34,278.40	\$22.19	\$ 1,774.90	\$ 46,147.30	\$ 25.18	\$ 2,014.68	\$ 52,381.68
12 Years	\$ 16.73	\$ 1,338.18	\$ 34,792.58	\$22.51	\$ 1,800.44	\$ 46,811.44	\$ 25.56	\$ 2,045.17	\$ 53,174.37
13 Years	\$ 16.97	\$ 1,357.95	\$ 35,306.75	\$22.84	\$ 1,826.81	\$ 47,497.01	\$ 25.94	\$ 2,074.83	\$ 53,945.63
14 Years	\$ 17.23	\$ 1,378.55	\$ 35,842.35	\$23.19	\$ 1,854.82	\$ 48,225.42	\$ 26.32	\$ 2,105.32	\$ 54,738.32
15 Years	\$ 17.47	\$ 1,397.50	\$ 36,335.10	\$23.55	\$ 1,883.66	\$ 48,975.26	\$ 26.71	\$ 2,136.63	\$ 55,552.43
16 Years	\$ 17.74	\$ 1,418.93	\$ 36,892.13	\$23.89	\$ 1,910.86	\$ 49,682.26	\$ 27.11	\$ 2,168.77	\$ 56,387.97
17 Years	\$ 18.00	\$ 1,440.35	\$ 37,449.15	\$24.24	\$ 1,938.87	\$ 50,410.67	\$ 27.51	\$ 2,200.90	\$ 57,223.50

**STEP INCREASE WILL BE GRANTED AS FOLLOWS:**

New hires will begin at the listed start rate.

Step 1 will be granted on the anniversary date on one (1) year of employment.

All remaining steps will be granted on each ensuing anniversary date of employment.

**APPENDIX B:**

**LUCAS COUNTY VETERANS SERVICE COMMISSION  
LEAVE DONATION POLICY**

**Effective Date: January 1, 2013**

**SCOPE**

This policy applies to all employees under the appointing authority of the Board of Lucas County Veterans Service Commission.

**PURPOSE**

The Leave Donation Program is to allow employees to voluntarily provide assistance to eligible co-workers who are in need of paid leave due to a serious illness or injury involving the co-worker or a member of his/her immediate family.

**POLICY**

In accordance with this policy, the Board of Lucas County Veterans Service Commission will allow eligible Veterans Service Commission employees to donate accrued but unused sick leave, vacation and personal time on a limited basis to another eligible Veteran Service Commission employee who has a qualifying serious injury, illness, or who has a covered family member who has a serious injury or illness, as defined below.

**PROCEDURE**

**A. Eligible Employees**

In order to **DONATE** sick leave, an employee must have a balance of at least 80 hours of sick leave after deducting the total donated hours. There is no minimum balance required to donate vacation or personal time.

In order to **RECEIVE** donated leave, an employee must:

1. have completed his/her initial probationary period, and
2. have a qualifying serious illness or injury, or have an immediate family member who has such, and
3. have no available leave time (sick, vacation, compensatory or personal), and
4. not be receiving workers' compensation or OPERS disability and
5. not have active discipline in their personnel file related to excessive use of sick leave, abuse of sick leave, unauthorized absence, or pattern of use of sick leave.

## **VSC Leave Donation Policy**

### **Page 2**

#### **B. Qualifying Illnesses and Injuries**

Leave may be donated for each serious illness or injury involving the employee or a member of his/her immediate family that requires hospitalization and/or an absence from work of at least five (5) workdays being without pay, for each specified case of serious illness or injury.

For the purpose of this policy, "Immediate Family" is defined as the employee's spouse, children (biological, step, adopted or foster), parents, grandparents, siblings, or a legal guardian or other person who stands in place of a parent (in loco parentis).

Normal pregnancy and child care are not considered to be a serious illness or injury for the purposes of this policy.

Eligibility for Family and Medical Leave (FMLA) is a separate matter and does not guarantee that an individual will be eligible to receive donated leave.

#### **C. Requesting, Receiving & Using Donated Leave**

An eligible employee requesting donated leave will complete the attached application and return it along with appropriate medical certification to the Executive Director. The Executive Director or his/her designee shall review the request to ensure that the employee is eligible as defined by paragraph IV-A and IV-B. With the written permission of the employee, approved requests shall then be communicated to all co-workers. Requests that are denied may be appealed to the Lucas County Veterans Service Commission Board.

An eligible employee may receive a maximum of 1,040 hours of donated leave per each specific approved covered incident.

Employees using donated leave shall be considered to be in an active pay status and shall accrue sick and vacation leave and be entitled to any benefits to which they would otherwise receive. Any sick and vacation leave that is accrued must be used in the following pay period before donated leave can be used.

Donated leave shall never be converted into a cash benefit; it shall only be used to cover the eligible work hours that the affected employee would have regularly been scheduled to work each week. Employees who use donated leave will have those hours counted as absences for the purposes of determining eligibility for attendance-related bonuses.

Denial of an application for leave under this policy by the Executive Director and or VSC

**Leave Donation Policy**  
**Page 3**

Lucas County Veterans Service Board is subject to the provisions of Article 12, Grievance Procedure.

**D. Donating Leave**

Participation in this program is strictly voluntary. No employee is to be directly solicited to donate leave, nor shall any employee be forced to donate.

Leave may only be donated in eight (8) hour increments. Employees donating leave must specify the types and amounts of leave being donated (for example, "24 hours = 8 hours sick leave and 16 hours vacation") on the leave donation form.

An employee may donate sick leave only if he/she will still have a balance of at least 80 hours after the donated hours are deducted.

Employees wishing to donate leave must complete and return the "Leave Donation Form" to the Executive Director, who will date stamped each form in order it is received. Once the appropriate balances have been determined, the donated leave shall be used in the order in which it was donated. In the event that there are multiple donors giving more than eight (8) hours each, the donation will be taken eight (8) hours per person before going back and deducting in excess of eight (8) hours from an individual.

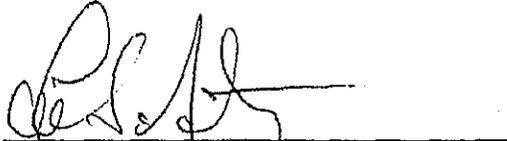
The Maximum number of hours that may be donated by an employee is a total of eighty (80) hours per calendar year. Leave that has been donated and used may not be returned to the donor, and the donor is not entitled to any compensation for the donated leave. Any donated but unused leave shall be returned to the donor.

Any hours donated will not be counted against the donor for purposes of determining eligibility for attendance-related bonuses, if applicable.

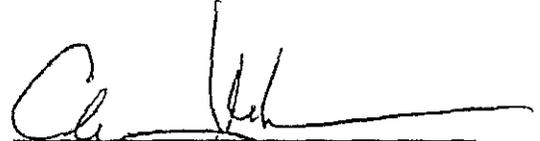
**MEMORANDUM OF UNDERSTANDING**

As a result of a meeting held Wednesday, August 13, 2014, all parties (Management and Labor) agree that based on the position descriptions of the Service Officer currently at both locations, the Veterans Service Commission Agency and at the Community Based Outreach Clinic:

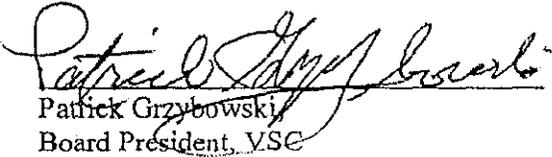
Service Officers at both locations are obligated to perform the essential duties of their position which includes performing home visits.



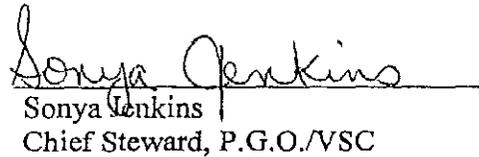
Lee S. Armstrong,  
Executive Director, VSC



Chauncey Mason,  
Executive Director, P.G.O.



Patrick Grzybowski,  
Board President, VSC



Sonya Jenkins  
Chief Steward, P.G.O./VSC