

STATE OF OHIO
STATE EMPLOYEE RELATIONS BOARD

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IN THE MATTER OF THE FACT-FINDING)	BEFORE FACT-FINDER:
)	JAMES E. RIMMEL
Between)	
)	SERB CASE: 2013-MED-06-0767
TEAMSTERS LOCAL UNION)	
NO.: 284)	HEARD: 4 SEPTEMBER 2013
)	COLUMBUS, OHIO
and)	
)	ISSUED: 24 SEPTEMBER 2012
FRANKLIN COUNTY BOARD OF)	
COMMISSIONERS)	
.....)	FILE NO.: 13.06154

APPEARANCES

FOR THE FOP:

JULIE C. FORD
DOLL, JANSEN, FORD & RAKAY

FOR THE COMMISSIONERS:

ROBERT D. WEISMAN
J. DAVID CAMPBELL
ICE MILLER LLP

BACKGROUND

This matter comes on for fact-finding following impasse in contract negotiations between Teamsters Local Union No. 284 (Union) and Franklin County, Ohio Board of Commissioners (Board) over the terms of their initial collective bargaining agreement (CBA) for a four (4) member unit. The record reflects that the parties met on several occasions after initially exchanging proposals on 28 September 2012, meetings that yielded agreement on thirty-six (36) Articles to be included in their initial CBA. The record reflects that a number of these agreements were arrived at a session with a Federal Mediation & Conciliation Service (FMCS) Mediator.

In their pre-hearing statements to the Fact-Finder, the parties identified six (6) unresolved issues along with claimed supporting data for their respective positions. Specifically, the parties identified the following impasse issues:

1. HEALTH INSURANCE (ARTICLE 14)
2. HOLIDAYS (ARTICLE 15)
3. JOB CLASSIFICATIONS (ARTICLE 17)
4. VACATION (ARTICLE 39)
5. WAGES (ARTICLE 40)
6. DURATION (ARTICLE 42)

At the outset of the 4 September 2013 session with the parties, the Fact-Finder conducted several hours of mediation, sessions that yielded agreement on four (4) of the six (6) identified unresolved issues.¹ These specific agreements are attached hereto and incorporated herein as:

1. Article 15 – Holidays – Exhibit “A”
2. Article 17 – Job Classifications – Exhibit “B”
- 2.a. MOU Community Officer Job Description – Exhibit ”C”
3. Article 31 – Recognition (Exhibit “D”)
4. Article 39 – Vacation (Exhibit "E")
5. Article 42 – Duration (Exhibit “F”)

As noted above, the parties’ representatives did file with each other and the Fact-Finder their respective statements provided for under Ohio Administrative Code 4117-9-05(F) and Ohio Revised Code 4117.14(C)(3)(a). In their statements, the parties proffered multiple documents, reports, articles, etc. for the Fact-Finder’s consideration. The parties also offered testimony from four (4) witnesses, witnesses subject to both direct and cross-examination. That testified to concerned community/state/federal financial/economic data; job requirements of a Community

¹ In resolving four (4) previously impasse issues, the parties incorporated into Article 31 an Article previously signed off on during earlier negotiating efforts, certain additional language to further clarify their agreed-to understanding that bargaining unit employees are not “supervisors.”

Service Officer (CSO); nature of those assigned by State, Federal and County Courts as participants in various alternative court directed programs under applicable statute; safety issues; claimed lack of relevant external/internal comparable data; local economic environment; recessionary impact on county revenue changes in state funding formulae, taxing efforts/results; etc.

Now, in accessing that offered by the parties in support of the remaining two (2) unresolved issues; to wit: ARTICLE 14 (HEALTH CARE) AND ARTICLE 40 (WAGES), I have focused on the County's recent financial condition, the import, if any, of a countywide wage rate study by The Archer Company of County Non-Bargaining Positions; claimed inherent job safety issues; possible need for a "market" rate adjustment(s) for the position and "hands on," if any, day-to-day CSO activities beyond the coordinating/overseeing program participant work. In any event, there is of record a 2013 summary report from The Franklin County Budget and Economic Advisory Panel to the County Commissioners concerning the significant decline for the County of Intergovernmental Revenue For All Funds of approximately \$51.0 million, said report reading:

The Franklin County Budget and Economic Advisory Panel (the Panel) was created in February 2013 to review Franklin County's fiscal condition, determine whether a structural imbalance exists between the County's annual operating revenues and expenditures, and provide recommendations that would ensure that the County's services, financial stability, and Triple-A credit ratings are maintained. The Panel held bi-weekly meetings and worked closely with County staff to conduct an examination of the County's General Fund finances. The Panel considered recent changes in state and federal funding for local governments and requested various budget scenarios based on projections of the financial landscape prepared by the Office of Management and Budget. The Panel did not conduct an operations review nor consider possible future capital investment needs, as those were outside the charge of the Panel.

The Panel concludes that Franklin County is very well managed. Franklin County enjoys Triple-A credit ratings from Standard & Poor's and Moody's, which reflects its sound management and results in significant interest-cost savings to taxpayers and provides easier access to credit markets. The Board of Commissioners is correct to place a high priority on maintaining this high credit rating but, in order to do so, must maintain an adequate cash reserve.

However, recent state and federal cuts and legislative changes have resulted in a decline in Intergovernmental Revenue for all funds by almost \$51.0 million in 2013. In addition to these reductions, the County has been faced with lower investment income and tax receipts as a result of the recession. As a result, Franklin County will use approximately \$17.2 million in General Fund cash reserves this year. Current expectations are for that trend to continue, which will result in a projected structural deficit estimated at \$13.0 million annually continuing for the foreseeable future.

In addition, the County may face further fiscal uncertainty in the coming years. Major sources of uncertainty include the future direction of the economy, future infrastructure needs, state tax policy changes, uncertain casino tax revenues, and health care reform and Medicaid expansion. For these reasons, the Panel recommends that Franklin County continue to practice prudence in managing its financial risks, but recognizes that a projected structural deficit will continue nonetheless.

The Panel recommends that Franklin County maintain its Triple-A credit ratings, which saves taxpayers millions and helps drive economic expansion. The projected structural deficit should be addressed through a combination of strategically applied revenue and expenditure adjustments. On the expenditure side, the County should set a goal of expense reductions of about \$6.0 million annually to be achieved over the next 3 to 5 years by sharing services with other local governments, taking advantage of technological and other efficiencies, limiting health benefit cost increases, changing staffing requirements, and seeking certain legal and administrative rule changes. On the revenue side, the Panel identifies additional targeted user fee increases and an increase in the real estate conveyance tax if the resources are needed to address the projected structural deficit alone.

The Panel also recommends the County continue its aggressive financial risk management policies. This includes maintaining adequate cash reserves, not just for credit rating purposes, but also as a hedge against unexpected economic downturns or financial needs. The County should also continue the use of performance measures in community partnership contracts, seek additional state law changes to provide maximum flexibility for counties, and review the County's current assets.

If the Board of Commissioners determines that additional investment is warranted for major capital needs, economic

development, community partnerships, and/or restoration of budget cuts previously implemented, the Panel recognizes that an increase in either the property tax or in the sales tax is a viable option to meet such need and protect the County's Triple-A credit ratings. If the Board of Commissioners decides that a property or sales tax increase is necessary, the Panel recommends the County not raise the real estate conveyance tax at this time in order to keep some tax capacity unused to address potential future needs.

In dealing with the remaining two (2) unresolved issues, several general operations are appropriate. First, Franklin County officials have been able to navigate on-going/challenging economic difficulties in a remarkable fashion in dealing with significant losses/decline in revenue. They have yet continued to provide most community services with no employee layoffs. Second, the CSOs have been historically paid at a relatively low rate of pay over the years, a fact born out by the finding of the Archer Company and a fairly recent "market adjustment" in the base rate for this position. Third, the record shows the County continues to move bargaining and non-bargaining insured employees into a countywide health insurance program. Fourth, the County's General Fund expenditures have remained relatively flat or declined between 2008 and 2012, declining in 2012 by 3.5 percent. Fifth, there are no other units directly comparable to the CSOs in the State of Ohio. Sixth, when the Archer Wage Rates summary was published in 2011, it showed that CSOs were, at the time, paid less than the recommended standing rate for this position, a fact that led the County in 2011 to adjust two (2) of the four (4) CSOs pay rates to the minimum range rate of \$12.80.²

Now, the County does not claim an inability to pay that being asked for by the Union in the remaining two (2) issues, although it does claim a need for relative consistency in wage/benefit adjustments for all given the realities of other units using higher inconsistent adjustments in their negotiations. In contract, the Union emphasizes this is an extremely small unit where even the adjustments sought by it are insufficient in light of the County's approximate \$1.3 billion budget for 2013. Likewise, it notes that the CSOs are part of a department (Public Facilities Management) whose 2013 budget is approximately \$2.2 million. In any event, in arriving at the recommendations that follow, in addition to the exhibits, testimony and arguments proffered in support of the respective positions here, the Fact-Finder considered, to the extent

² The other two (2) CSOs were making more than \$12.80 per hour at the time and thus received no "market adjustment."

applicable, the following Code criteria:

- (a) past collectively bargained agreements, if any, between the parties;
- (b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) the lawful authority of the public employer;
- (e) the stipulation of the parties;
- (f) such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment.

ARTICLE 14 – HEALTHCARE

THE UNION PROPOSAL

As modified at hearing, the Union seeks no additional costs for its members for health care benefits over the term of the unit's initial CBA. It strongly contends CSOs receive too little in hourly wages to absorb any additional out-of-pocket monthly insurance premium payments. It emphasizes that the parties had at one time discussed a four-tier system for employer provided health care that would have resulted in some actual savings in out-of-pocket payments by the CSOs but the Board backed away from same. In any event, it contends CSOs cannot be reasonably expected to bear additional insurance premium costs as is being proposed by the Board.

BOARD PROPOSAL

The Board seeks to continue the countywide Medical Benefits Program CBOs have been covered by for years, including since their certification as a bargaining unit. It seeks the right to possibly increase employee premium payments for the health insurance in the second and third years of this initial CBA. It emphasizes, however, its proposed contractual language explicitly employee payments to be “no more than” that set forth in this Article. In other words, it claims that employees may, in actuality, pay less than the stated amounts in this Article. Finally, it emphasizes its proposal only seeks to adjustment premium payments in the second and third year of the new CBA leaving in place through 31 March 2014 that which is currently being paid by the CSOs.

FACT FINDER’ ANALYSTS, FINDINGS AND RECOMMENDATIONS:

Strong equity arguments cry out from both sides in considering this and the wage issue that follows. For example, roughly nine percent (9%) of a CSO’s approximate \$27,300 gross annual wage goes to insurance premiums. On the other hand, this is an overall big ticket cost item for this Employer who is seeking some savings from through consistent administration and establishment of a larger risk pool. In any event, the reality is that the Union does not truly dispute the wisdom/needfulness of an overall countywide health insurance program, its’ focus here being on proposed premium increases for its’ members who it believes are not well compensated.

Given the lack of any external comparable data and the continuing movement of the County to have all of its’ employees covered by the same health insurance program, it appears to me that the Board’s proposal is more appropriate under the terms of the parties initial CBA. And, while this is clearly a very small unit where the overall cost impact on the County would be fairly *de minimus*, the internal comparisons between bargaining units is a valid concern for the Board. My experience in matters like this is that Union/Employer negotiators will always look for what other bargaining unit employees have received through negotiations and cite that which supports what it is seeking in their negotiations. This is a form of whipsawing employed by both sides when it fits their purposes, a reality the Ohio Public Employee Collective Bargaining Act³ allows/calls for under the afore-quoted criteria.

³ RC 4117, adopted Laws 1983, vol. 140.

RECOMMENDATIONS:

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

Following the approval of this Agreement by the parties, all employees covered by this Agreement will pay \$101.00 per month to cover themselves and any children they may have, and \$207.00 per month for employees who choose to cover their spouse. (The \$207.00 is not in addition to the \$101.00, that is to say, in the event that an employee chooses to cover themselves, any children and their spouse, s/he will pay no more than \$207.00 per month to cover them all.)

Effective 1 April 2014, employees will pay no more than \$125.00 per month to cover themselves and any children they may have, and \$250.00 per month for those who choose to cover their spouse. (This \$250.00 is not in addition to the \$125.00, that is to say, in the event that an employee chooses to cover themselves, any children and their spouse, he/she will pay no more than \$250.00 per month to cover them all.)

Effective 1 April 2015, employees will pay no more than \$135 per month to cover themselves and any children they may have, and \$270 per month for those who choose to cover their spouse. (This \$270 is not in addition to the \$135, that is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse, he/she will pay no more than \$270 per month to cover them all.)

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

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

ARTICLE 40 – WAGES

THE UNION PROPOSAL:

As modified at hearing, the Union seeks significant percent increases in wages over the term of the parties' initial CBA. It contends the mid-point determined under the Archer study, i.e., \$15.36, would be a good starting point in obtaining a livable wage for the four (4) employees involved here. It iterates while its proposal may appear on its face to be significant in comparison to recent wage adjustments given to other county bargaining and non-bargaining unit employees, it will have little cost impact on the County's overall budget. It strongly suggests CSOs are regularly subjected to a hostile, and at times, dangerous work environment being required to transport/oversee program "participants" who have been charged with serious crimes, including, but not limited to, murder, assault, domestic violence, etc. It contends CSOs perform an important community service but are not paid a livable wage in return.

BOARD PROPOSAL:

The Board contends that during these extremely difficult economic times, it has been forced to maintain strict cost controls in every aspect of County government, including employee wages. It contends over the last five (5) years or so annual compensation increases have ranged from one to two and one-half percent (1 to 2 ½%), the two and one-half per cent being given in 2009 with lower amounts thereafter. It notes, moreover, the County did provide CSOs two (2) wage increases in 2011, one percent (1%) across the board at the beginning of the year and a "market adjustment" at the end of January, to bring those earning less than \$12.80 up to that figure.⁴ It emphasizes, moreover, that there have been no untoward incidents over the years between CSOs and program participants calling into question the former's safety. It suggests that most program participants are highly motivated to complete their programs given the fact that they would be sent to jail/prison if they do not do so.

⁴ The record indicates that only two (2) of the four (4) CSOs received the "market adjustment."

FACT-FINDER'S ANALYSTS, FINDINGS AND RECOMMENDATIONS:

Resolution of this impasse issue is made even more difficult than usual in this period of prolonged recession with a significant number of Franklin County residents being unemployed or underemployed; County revenue sources declining significantly in recent years, including those received from State funding and real estate taxes; on-going demands for governmental right-sizing in staffing; the size of the particular unit involved here; and, the economic demands/expectations from other bargaining and non-bargaining employees employed by the County. These realities are compounded by the fact that the parties have not been able to proffer in this case meaningful comparable wage data both admitting that their research has failed to identify any such position elsewhere in the State of Ohio. Apparently, oversight of court order diversion participants in other jurisdictions is handled by Sheriff Department personnel as part of their overall job responsibilities. This external void in applicable/relevant wage data in this first agreement setting leaves me little more to consider than that which has been done in recent times by the County for other bargaining and non-bargaining employees in the way of wage increases and the import, if any, of the Archer Company findings.

Now, the record wage adjustments for County bargaining unit employees have ranged from one percent (1%) to two percent (2%) over multiple year collective bargaining agreements. In this regard, the record reflects the following in five (5) separate units:

- Franklin County Clerk of Courts Contract for 2011 (1.5%), 2012 (1.0%), 2013 (1.0%)
- Veterans Service Commission for 2011 (1.5%), 2012 (1.0%), 2013 (1.5%)
- Franklin County Sheriff's Office (Unit III) for 2012 (1.5%), 2013 (1.5%), 2014 (2.0%)
- Franklin County Child Support Enforcement Agency for 2012 (1.5%), 2013 (1.5%), 2014 (2.0%).
- Franklin County Commissioners (AFSCME) for 2012 (1.5), 2013 (1.5%) 2014 (2.0).

Likewise, the record reflects that most County non-bargaining unit employees similar nominal wage adjustments.

The afore-referenced wage increases are clearly significantly less than that being sought by the Union who, at hearing, modified its proffer to approximately seventeen percent (17%) over the term of this initial CBA. Its argument is premised on what it considers a hazardous

work environment given the nature of diversion participants they are assigned to oversee and the findings under the Archer Study where it was determined that the market wage mid-point for CSOs should be \$15.36 per hour.

As for the former claim, evidence of record shows that many of the diversion participants have been charged in the past with some very serious crimes, including assault, murder and like felonies and are not, as suggested by the Board, motivated individuals who want to avoid jail time that were arrested for minor offenses. Where the Union's evidence falls short is that there is a total void of reported incidents where participants were aggressive with the CSOs. And, while it appears several participants may have been non-complaint and/or walked off the job, these types of incidents are not atypical in any work place.

As for the Archer wage data, it need be remembered that this was a study undertaken by County Commissioners for all non-bargaining County positions that apparently spanned a number of years and eventually led to two (2) of the four (4) CSOs to receive a "market adjustment" in addition to a one percent (1%) increase on the 1st of January 2011. This record, however, offers no comparative source data or other relevant information concerning this study except for the questionnaire used by Archer personnel to gather relevant job duties data. In any event, these data are the only wage data offered by the parties other than the level of increases provided by the County in recent years to both bargaining and non-bargaining unit personnel

The reality here is that there is little of record allowing for wage recommendations much beyond those accorded other employees in Franklin County, both bargaining and non-bargaining.

RECOMMENDATIONS:

Section 1:

The members of the bargaining unit will continue to receive the 1.5% increase in base wages effective with the pay period that included January 1, 2013.

Effective with the pay period which includes January 1, 2014, each bargaining unit employee will receive a 2.0% increase in base wages.

Effective with the pay period which includes January 1, 2015, each bargaining unit employee will receive a 2.0%

increase in base wages

Section 2: Miscellaneous

For the duration of this Agreement, the Employer will continue to make legally mandated contributions to the Public Employees Retirement System of Ohio (PERS) on behalf of all bargaining unit employees.

Section 3: Minimum Wage Rate

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

Section 4: Market Adjustment

Effective July1, 2015 the established rate of pay for CSOs shall be increased with a market adjustment of \$.25 per hour.

The afore-findings and Recommendations were e-mailed to Counsel of Record for the parties on 24 September 2013, with a hard copy being sent by ordinary United States mail to: Attorney Julie C. Ford, Doll, Jansen, Ford & Rakey, 111 West First Street, Suite 1100 Dayton, Ohio 45402-1156 (Attorney for the Union) and Attorney Robert D. Weisman, ICE MILLER, LLP, 250 West Main Street, Suite 700 Columbus, Ohio 43215 (Attorney for the Board) this same day.

JAMES E. RIMMEL, FACT-FINDER

Date

Exhibit "A"

ARTICLE 15

HOLIDAYS

The following holidays are observed and paid to all full-time bargaining unit employees:

1. The first day of January (New Year's Day);
2. The third Monday in January (Martin Luther King Day);
3. The third Monday in February (president's Day);
4. The last Monday in May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The first Monday in September (Labor Day);
7. The second Monday in October (Columbus Day);
8. The eleventh day in November (Veteran's Day);
9. The fourth Thursday in November (Thanksgiving Day);
10. The twenty-fifth day of December (Christmas Day);
11. Any holiday (not a day of mourning), designated by the Governor or President of the United States

Section 1. Holiday Pay

A. An employee who does not work on a recognized holiday shall receive eight (8) hours of holiday pay at their regular rate.

B. An employee who works on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours actually worked on the holiday in addition to their eight (8) hours of holiday pay.

Section 2. Weekend Holidays

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding the actual holiday shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately following the actual holiday shall be observed as the holiday. Part-time employees shall be paid holiday pay for that portion of any

holiday for which they would normally have been scheduled to work.

Section 3. Floating Holiday

Employees shall be entitled to one (1) floating holiday each calendar year. Such holiday shall be scheduled in the same manner as vacation leave. If an employee fails to utilize this leave he/she will lose it. This holiday cannot be cashed in and it does not carry over to the next year.

Exhibit "C"

MEMORANDUM OF UNDERSTANDING

The Employer shall provide the Union with a current job description of the Community Service Office position, which shall reflect the duties that are currently being performed by bargaining unit employees employed in the Community Service Officer position, on or before September 25, 2013.

Exhibit "B"

ARTICLE 17

JOB CLASSIFICATIONS

Section 1. Job Description

The Employer shall furnish the Union with copies of job descriptions of all job classifications in the bargaining unit. Prior to the effective date of a new or revised written bargaining unit job description, the Union shall be given notice of the proposed new or revised job description, and the Union shall be given a reasonable opportunity to provide input regarding the proposed new or revised job description. If requested, the Employer agrees to meet with the Union to receive their input and to consider it. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

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

Section 2. Payment of Temporary Work Level

No employee shall be permanently assigned to perform duties other than those properly belonging within his/her current classification. However, if an employee is temporarily assigned to perform duties other than those included in their classification, the Employer will provide written notification of the temporary change of assignment, including the duration. If an employee is assigned to perform duties in a higher paid classification for a continuous period in excess of four (4) days, the affected employee shall be paid the minimum pay range of the higher classification or his/her current pay rate with a four percent (4%) increase, whichever is greater, for those hours in that work week in which the employee is assigned to perform duties in the higher paid classification.

Section 3. Bargaining Unit Status

An employee temporarily assigned to a position excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of his/her temporary work level.

Exhibit "D"

ARTICLE 31

RECOGNITION

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

All employees of the Franklin County Board of Commissioners but excluding:

Before Chair Zimpher, Vice Chair Spada, and Board Member Brundige: July 19,2012. Pursuant to Ohio Revised Code 4117.07 (C) the Board conducted a mail-ballot election during the polling period of May 24, 2012 through June 6, 2012, for employees of the Franklin County Board of Commissioners (Employer) in this appropriate unit:

Included: Community Service Officers

Excluded: All other employees including supervisors as defined by Ohio Revised Code 4117.01 (F).

The Employer will not recognize any other union as the representative for any employees within the bargaining unit referenced above.

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

Exhibit "E"

ARTICLE 39

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

Section 1. Vacation Accrual

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

1. Less than one (1) year of service:
No Vacation
2. One (1) year of service but less than five (5) years:
80 hours per year
{ 10 working days}
3. Five (5) years of service but less than ten (10) years:

120 hours per year
(15 working days)

4. Ten (10) years of service but less than fifteen (15) years:

160 hours per year
(20 working days)

5. Fifteen (15) years but less than twenty (20) years:

180 hours per year
(22.5 working days)

6. Twenty (20) years or more of service:

200 hours per year
(25 working days)

The service required in each instance need not be continuous. However, completion of a total of one (1) year off full-time service is required before eligibility for any vacation leave is established. An employee shall have his/her prior service with an Ohio comity, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave. However, an employee may not transfer vacation leave credit from another appointing authority to Franklin County Public Facilities Management.

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

Section 2. Maximum Accrual

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

Upon separation from employment with the Board of County Commissioners, an 1 employee shall be paid for unused vacation up to the maximum of that earned in three (3) years of service.

Section 3. Vacation Requests

All requests for vacation leave must be submitted and approved on the Request for Leave Form at least twenty-four (24) hours before the vacation leave period commences. In order for an employee to lock in their request for vacation an employee must submit the Request for Leave Form thirty at least (30) calendar days in advance and must receive a decision within a reasonable period of time before the vacation is to commence. If an employee wishes to cancel an approved Vacation Leave, he/she must submit to the supervisor, a Request for Leave Form rescinding the Vacation Leave, at least fourteen calendar days "(14) prior to the date it is scheduled to commence. Vacation leave requested by more than one employee covering the same period of time will be approved on the basis of seniority.

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

Upon separation, retirement, or death, accumulated Unused Vacation Leave Credit is converted to a cash payment calculated at the employee's rate of pay at the time of separation, retirement, or death.

Exhibit "F"

ARTICLE 42

DURATION

This Agreement shall continue in full force and effect beginning on the date of authorization by the Board of County Commissioners and ending on the last day of the pay period which includes December 31, 2015. If either party desires to modify or amend this Agreement, that party shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt of the notice of intent unless extended by mutual agreement.

