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STATE EMPLOYMENT  
RELATIONS BOARD  
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**AGREEMENT BETWEEN**  
**LOCAL 18-S OF THE**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**AND**  
**THE LORAIN COUNTY BOARD OF COMMISSIONERS**

**September 1, 2011 through August 31, 2014**

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**ARTICLE 1**  
**PURPOSE**

This Agreement, entered into by the Lorain County Commissioners, hereinafter referred to as the "Employer," and the International Union of Operating Engineers, on behalf of Local 18-S, hereinafter referred to as the "Union," has as its purpose the following:

**Section 1.** To achieve and maintain a satisfactory and stabilized Employer/employee relationship and to promote improved work performance.

**Section 2.** To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the various departments.

**Section 3.** To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117, Ohio Revised Code, federal laws, and the constitutions of the State of Ohio and the United States of America.

**Section 4.** To ensure the right of every employee to fair and impartial treatment.

**Section 5.** To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

**Section 6.** To provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Lorain County.

Whenever the term Employer is used in this Agreement, it shall be deemed to mean the Employer itself or its designated representative.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding one of those job titles listed in Appendix A of this Agreement.

**Section 2.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, probationary, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

**Section 3.** All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**ARTICLE 3**  
**UNION SECURITY AND CHECK-OFF**

**Section 1.** The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as have been determined by this Agreement to be appropriately within the bargaining unit upon the successful completion of their probation period.

**Section 2.** The Employer agrees to deduct periodic Union dues, initiations fees, and assessments from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the Payroll Officer of the unit in which the employee works. The Payroll Officer will send both the authorization form and the copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer. Payroll Deduction Authorization Form, Appendix B, shall be provided by the Employer through the Payroll Officer of each employing unit.

**Section 3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 5.** The Employer shall not be obligated to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 6.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 7.** Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if

the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member.

**Section 8.** Each eligible employee's written deduction authorization shall be honored by the Employer for the duration of this Agreement, not to exceed a period of three (3) years, unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, at which point the deductions(s) will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union's designated representative within the appropriate bargaining unit. All deductions shall cancel upon the termination date of this Agreement, unless the parties mutually agree to continue this Agreement.

**Section 9.** The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms, along with a warrant in the aggregate amount of the deductions, to the Union's Financial Secretary upon receipt of written notification from the Union at 3515 Prospect Avenue, Cleveland, Ohio 44115. With properly signed authorization cards, the Employer also agrees to make deductions from wages for voluntary employee contributions to Political Education Patterns (PEP). Such "check-off authorization" will be in the form of the copy which is attached hereto and identified as "Appendix E."

#### **ARTICLE 4** **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, disability, political opinions or affiliation with a lawful organization. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.** The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

**Section 4.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

#### **ARTICLE 5** **MANAGEMENT RIGHTS**

**Section 1.** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this

Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. to determine each department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. to determine the necessity to schedule overtime and the amount required thereof;
- H. to determine each department's budget and uses thereof;
- I. to maintain the security of records and other pertinent information.

## **ARTICLE 6**

### **UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as Union Representatives for the purpose of processing grievances under the grievance procedure shall be known as Stewards. The Steward may have an alternate Steward, to act as a Steward, in the absence of the regular Steward.

**Section 2.** The Union shall notify the Employer, in writing, of the names of the Stewards before they will be recognized by the Employer.

For purposes of this article, appropriate Union Representative business is defined as:

- A. Representation of a member at any step of the grievance;
- B. Representation of a member at a disciplinary conference;

- C. Attendance at meetings between the Union and the Employer where their attendance is requested.

Each steward shall be permitted reasonable time off with pay to conduct appropriate Union Representative business as defined in this section.

**Section 3.** Rules governing the activity of the Local Union Steward and alternate are as follows:

- A. the Steward or alternate must obtain, in advance, authorization from his/her immediate supervisor before beginning Union activities;
- B. the Steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- C. the Steward, or alternate, shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity;
- D. the Steward, or alternate, shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the Steward, or alternate's, immediate supervisor;
- E. failure to comply with such order may result in disciplinary action if it is found that the Union Steward, or alternate, is abusing the rules of this section.

**Section 6.** Any changes made in the Stewards, Alternate Stewards, or officers shall be furnished to the Employer before being recognized by the Employer.

**Section 7.** Before leaving the job to conduct Union activity, all Union Representatives shall be required to complete the Union Representative time form. Said forms shall be furnished by the Employer and shall be obtained from the supervisor. Said forms are attached hereto as Appendix C.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

**Section 3.** A grievance, under this procedure, may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, an employee selected by such group will process the grievance. Any employee may present a grievance and have it adjusted, provided that the Union Representatives and/or Steward have the opportunity to be present. Should an employee and the Union determine that a Union representative need not be present, the employee and the Union representative shall submit written notification of same to the Employer. Such written notification shall become a part of the grievance record.

**Section 4.** All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

**Section 5.** The written grievance shall state on the grievance form, attached as Appendix D, the specific article and paragraph of this Agreement alleged to have been violated, an explanation of the facts, and the relief requested.

**Section 6.** The time limitations provided for in this article may be extended by mutual agreement between the Employer and Local 18-S. Working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

**Section 7.** Each grievance shall be processed in the following manner:

**Step 1 Informal Step**

The aggrieved employee shall present the grievance orally to his immediate supervisor, in the presence of a Union representative unless otherwise agreed as provided for in Section 3 above, within five (5) working days following the employee's knowledge of the incident giving rise to the grievance; however, no grievance will be considered if filed later than twenty (20) working days after the occurrence of the incident giving rise to the grievance; except an employee on vacation or approved leave of absence on the date of such occurrence may file a grievance within five (5) working days after he returns to work. The immediate supervisor shall give an answer to the grievance within three (3) working days following the date the grievance was presented.

**Step 2 Bridge Superintendent**

If the grievance is not satisfactorily settled at Step 1, and if the aggrieved employee chooses, the employee may, within three (3) working days after receipt by the employee of the Step 1 answer, reduce the grievance to writing and present or have his Steward present the original and four (4) copies to his immediate supervisor. The immediate supervisor shall within five (5) working days of receipt of the grievance meet with the aggrieved employee and any witnesses he considers necessary to arrive at an answer. At this step, the grievant may bring with him one (1) other employee. Such additional employee shall be the appropriate Steward, unless otherwise agreed as provided for in Section 3 above. At the conclusion of this step, the immediate supervisor will

have five (5) working days to respond in writing on the original and all copies of the grievance. The original and three (3) copies shall be returned to the grievant.

### Step 3 Lorain County Commissioners

Should the grievant not be satisfied with the written answer he received in Step 2, within five (5) working days after his receipt thereof, he may submit or have his Steward submit the original of the grievance form and two copies to the Lorain County Commissioners or their designee. The Commissioners or the designee shall, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee, the Business Representative of Local Union #IS-S, IUOE, and the appropriate unit Steward, unless otherwise agreed as provided in Section 3 above, as well as the Bridge Superintendent, and any witnesses the Commissioners, or designee, consider necessary, to arrive at an answer. The Commissioners or their designee shall give their answer to the aggrieved employee in writing within fifteen (15) working days after the hearing, and send a copy of the answer with all pertinent information to the Business Representative of Local #IS-S.

### Step 4 Arbitration

If the grievance has been properly processed and is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this section of this article. The Union or the Employer, based on the facts presented, have the right to decide whether to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet to appoint a third disinterested person to act as arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.
- B. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and section of this Agreement, and he shall be without power or authority to make any decision as follows:
  - 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
  - 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rulemaking powers not inconsistent with this Agreement.
  - 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the

Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.

4. Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of right set forth in the article of this Agreement entitled 'Management Rights.'
  5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
  6. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
  7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.
- C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- D. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.
- E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. Should the decision of the arbitrator not affirm the position of either party and represent a "split decision," the cost of the arbitration shall be equally borne by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose payor benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

**Section 8.** When an employee covered by this Agreement represents himself in a grievance, in accordance with the provision set forth in Section 3 herein, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement.

**Section 9.** The Employer and the Union will develop jointly a grievance form, which shall provide the information as outlined in Section 5. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance.

## **ARTICLE 8** **DISCIPLINARY PROCEDURES**

**Section 1.** No employee shall be disciplined, reduced in payor position, suspended, discharged or removed except for just cause.

**Section 2.** Disciplinary action shall include: (a) one (1) or more instruction and cautionings; (b) one (1) or more written reprimands; (c) one (1) or more suspensions (including suspensions of record or without pay) before discharge from employment, except as provided for in Section 3 of this article, when the Employer has determined that more severe disciplinary action is required.

**Section 3.** Except in extreme instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 4.** Whenever the Employer or his designee determines that an employee may be subject to discipline for just cause, a predisciplinary (fact-finding) conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The Employer shall notify the affected employee and the appropriate Union Representative and/or Steward of the date and time of the conference. The Union Representative and/or Steward shall be present at the predisciplinary conference unless agreed otherwise between said employee and representative. Any such agreement shall be reduced to writing, signed by both parties, and submitted to the Employer for the record. An employee may also elect, in writing, to waive the opportunity to participate in a predisciplinary conference.

**Section 5.** All records of disciplinary actions shall cease to have force and effect, and will be removed from the member's file, two (2) years after the effective date of disciplinary action.

**Section 6.** Each employee, with or without his Union Steward, may inspect his personnel file maintained by the Employer during non-working time upon one (1) working days advance written request personally signed by the employee. The terms of this section shall not be applied in such a fashion as to interrupt the work schedules of the employees nor to cause any expense to the Employer.

## **ARTICLE 9** **SENIORITY**

**Section 1.** For the purposes of this Agreement, seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer. Unless otherwise expressly stated in a provision elsewhere in this Agreement, seniority shall be a determining factor in matters affecting layoff, recall, transfers, promotions and non-disciplinary demotions. Ability, aptitude, training, and physical fitness shall be considered along with

seniority. When these qualifications are considered by the Employer approximately equal, seniority shall govern.

**Section 2.** Upon completion of the probationary period as set forth in Article 23 herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of hire.

**Section 3.** Seniority shall terminate when any of the following occurs:

- A. An employee is discharged for just cause and the discharge is not reversed through the grievance procedure;
- B. The employee voluntarily quits;
- C. The employee retires.
- D. The employee is laid off for a period in excess of the recall period defined in the article on Layoff and Recall.

**Section 4.** In the event of a layoff, employees will continue to retain seniority during the recall period. Employees shall not accrue seniority while on layoff

**Section 5.** All seniority accrued by any eligible bargaining unit employee may be reinstated in the event said employee should return to employment with the Employer within the recall period, unless said separation was a result of a termination of the employee for just cause or a voluntary separation.

**Section 6.** When a vacancy exists in the bargaining unit or a new position is created in the bargaining unit, the Employer shall post for five (5) calendar days a notice of opening stating the job classification, rate of pay, shift and work location.

**Section 7.** Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period, except those employees who are absent due to bona fide sick leave or vacation during the posting period shall submit their application within two (2) work days following their return to work so long as the absent employee returns to work within twenty-five (25) working days following the close of the posting period.

**Section 8.** The Employer may fill vacant positions on a temporary basis for a period not to exceed one (1) calendar month. Such period shall not be counted as a part of the probationary period in case the temporarily assigned employee is subsequently awarded the vacant position.

**Section 9.** Where two (2) or more applicants are equal in qualifications, then seniority shall govern, and the most senior qualified applicant will be awarded the vacancy. Where seniority of two (2) or more applicants is equal, the vacancy will be awarded by the toss of a coin.

**Section 10.** For the purposes of this article, "Employer" means the individual Appointing Authority who is the signatory of this Agreement. The provisions of this article shall not establish transfer or bidding rights from one Appointing Authority to another.

**ARTICLE 10**  
**MILITARY LEAVE**

**Section 1.** All employees of the County who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, for periods not to exceed a total of one (1) month in anyone (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

**Section 2.** The employee is required to submit to the Appointing Authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in anyone calendar year under this provision is one hundred seventy-six (176) hours.

**Section 3.** Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

**Section 4.** The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

**Section 5.** Employees required to report for weekend/monthly drills must notify the Employer as soon as they receive their military schedule. Failure to notify the Employer regarding the military schedule may result in disciplinary action.

**Section 6.** A "permanent public employee" as defined in ORC 5903.01 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

**Section 7.** An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy enters military service, he or she may be reinstated to the position after completion of service if the first employee (the original

incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

**Section 8.** An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters an extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

**Section 9.** Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

**Section 10.** A veteran separated or discharged under honorable conditions must make application to re-employment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

- A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the Appointing Authority.
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
  1. Sick Leave - That amount which had been accumulated at the time of entering service.
  2. Vacation Leave - That amount which had been earned at the time of entering service. (Time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.)
  3. Automatic Salary Adjustment - Step increases where applicable.
  4. Classification and Pay Range - Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

## **ARTICLE 11**

### **UNION ABSENCES**

**Section 1.** One (1) member of each bargaining unit elected to Union positions or selected by the Union to do work for the Union, which takes them from their employment, shall, at the written request of the Union, and upon approval of the Employer, receive temporary leave of absence up to two (2) years. The employee must apply in writing for reinstatement within thirty (30) days after leaving the employ of the Union. The Employer has thirty (30) days after application to reinstate the employee. Upon the employee's return, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists.

**Section 2.** The Employer agrees that not more than two (2) delegates or alternate delegates to the annual conventions of the Union or other authorized Union activities shall be granted personal leave without pay for the purpose of participating in such conventions or other authorized International Union activities. Such personal leave will be approved upon receipt of three (3) days advance written notification by the International Union office of the Union to the Employer. The length of such leave shall be automatically extended for an additional five (5) consecutive working days upon the verbal request of the International Union.

## **ARTICLE 12**

### **HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME**

**Section 1.** The standard work week for all employees covered by the terms of this Agreement shall be forty (40) hours and the standard work day shall be eight (8) hours, exclusive of an unpaid meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday.

**Section 2.** When an employee is required by the Employer to work in excess of his regular work schedule, the supervisor and the affected employee, with the approval of the department head, may mutually agree to adjust or "flex" the employees work schedule, on an hour-for-hour basis, within the same work week. The adjustment of work schedules shall be reduced to writing and signed by the employee and supervisor.

**Section 3.** Employees who are required by the Employer to be in active pay status for more than forty (40) hours in any work week, who have not been approved for flex time in accordance with Section 2 above, shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1 1/2) times their regular rate of pay. The Employer agrees that changes in the employee's work schedule shall not be made solely to avoid the payment of overtime, unless the work schedule change is posted at least seven (7) calendar days prior to the first day of the period covered by the changed schedule, or unless the employee agrees to the changed schedule.

**Section 4.** The Employer shall endeavor insofar as may be reasonably practicable to make equal distribution of overtime among employees in the work unit, within departmental job classifications.

**Section 5.** When it becomes necessary for the Employer to work employees overtime, the Employer will do the following:

- A. Request the full-time employee that is qualified and with the least amount of overtime hours to his/her credit that is on duty in the work unit where the overtime is needed;
- B. If the first employee refuses, call the next full-time employee(s) at home with the least amount of overtime hours to his/her credit;
- C. If all employees refuse or cannot be contacted, the Employer may require any available employee to fill the position.

**Section 6.** Overtime hours that are worked, and overtime hours that are refused by an employee, shall be charged to that employee. There shall be an overtime roster maintained and posted in each department and brought up to date on hours at the end of each pay period. There shall be no pyramiding of overtime.

**Section 7.** Bargaining unit employees in the Maintenance Technician classification designated by the Employer to be in an "on call" status shall receive the following pay supplement in addition to their normal wage: \$40.00 per week.

### **ARTICLE 13** **TRANSFERS**

**Section 1.** Any employee within the bargaining unit that is temporarily assigned to duties of a position with a higher pay range than is the employee's own shall be eligible for a working-level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary base of the higher level position at the step which reflects a minimum wage increase in the new classification. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

**Section 2.** This working level adjustment shall be for a continuous period of at least eight (8) hours, but not more than ten (10) weeks.

**Section 3.** The Employer agrees not to assign more than one (1) employee to this temporary position solely to avoid the payment of the pay supplement.

**Section 4.** In no event shall a bargaining unit employee be paid at a rate less than his classification.

### **ARTICLE 14** **REPORT AND CALL IN PAY**

**Section 1.** An employee who reports for work at the regular starting time in accordance with his/her work schedule and has not been advised by the Employer not to report shall be guaranteed at least four (4) hours work at the applicable rate of pay.

**Section 2.** If an employee is called in by the Employer to report for work outside of their normal tour of duty, they shall be guaranteed at least four (4) hours work at the applicable rate of pay.

**Section 3.** If an employee is required to work by the Employer beyond his/her regular shift, or is called in to work earlier than the normal starting time of his/her regular work shift and such time abuts that shift, the employee shall be paid for the time actually worked, at the applicable rate of pay.

**ARTICLE 15**  
**VACATION**

**Section 1.** Full-time employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation Hours</u></b>
less than 1 year	none
1 year but less than 8 years	80
8 years but less than 15 years	120
15 years but less than 25 years	160
25 years or more	200

**Section 2.** New employees of the individual appointing authority may be entitled to vacation service credit earned during employment with another appointing authority under the jurisdiction of the Employer (Lorain County). New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio. Each employee of the Employer, who has been previously credited with vacation service credit or prior service credit prior to the execution of this Agreement, shall retain such service credit.

**Section 3.** Vacation is credited each bi-weekly pay period at the following rates:

<b><u>Annual Vacation Entitled To</u></b>	<b><u>Credited For Pay Period</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200hours	7.7 hours

**Section 4.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the County.

**Section 5.** Vacations are scheduled in accordance with the workload requirements of the department. For this reason, the Employer may require vacation requests be made by March 1 of each year. Adjustments to the March 1 schedule may be made based upon seniority and in accordance with the workload requirements as determined by the Employer. An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance

notice. All changes in the March 1 schedule shall be on a "first come-first served" basis for those unscheduled and available weeks remaining.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

**Section 6.** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

**Section 7.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two years. Excess leave shall be eliminated from the employee's vacation leave balance. The affected employee shall be notified by the Employer of the amount of leave eliminated.

**Section 8.** Days specified as "holidays" in Article 16 herein shall not be charged to an employee's vacation leave.

**Section 9.** An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority, for the two (2) years immediately preceding the last anniversary date of employment.

**Section 10.** In the case of the death of an employee, unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 ORC or to his estate.

## **ARTICLE 16** **HOLIDAYS**

**Section 1.** County employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	25th day of December

**Section 2.** In the event any of aforementioned holidays fall on Saturday, the Friday on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 3.** If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the day on which the holiday falls, regardless of the day of the week on which they are observed.

**Section 4.** Any work performed by an employee on any one of the days listed in Section 1 shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

**Section 5.** Employees may choose compensatory time off for holiday hours worked. If the employee chooses compensatory time such time shall be at time and one-half (1 1/2) and will be taken at a time mutually agreed upon by the Employer, within one hundred eighty (180) days from the time it was worked.

**Section 6.** Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays.

**Section 7.** In addition to the holidays enumerated in Section 1 of this Article, any day appointed and recommended by the President of the United States, the Governor of the State of Ohio, or passed by legislation, may be recognized as a holiday at the discretion of the Employer.

**Section 8.** Martin Luther King Day, President's Day, Columbus Day, Veterans' Day, the Day after Thanksgiving, Christmas Eve, and New Year's Eve shall be observed as floating holidays to be taken during each year. Employees will be credited with their annual floating holiday time at the beginning of each year. Employees shall be required to schedule all holiday time off during the course of the calendar year for which it is given. Any time not scheduled shall be forfeited. An employee who is hired during the year shall receive a prorated amount of holiday time based upon the number of holidays that have yet to occur after his date of hire. Any employee who separates from service during the course of the year shall be required to reimburse the Employer for those holidays that have not yet occurred in the event that such time has already been taken. Such deduction shall be made from the employee's separation payment.

## **ARTICLE 17** **BEREAVEMENT LEAVE**

**Section 1.** In the event of a death of certain members of an employee's immediate family, as defined in Section 3 of this article, the employee shall be granted paid leave to attend the funeral, make funeral arrangements, and carry out other responsibilities related to the funeral. Such leave shall not be chargeable to sick leave and shall not exceed three (3) consecutive working days.

**Section 2.** Employees may be granted an additional two (2) days off, chargeable to sick leave, upon approval of the Employer. In the event of a death of other members of an employee's immediate family, as defined in Section 6 (b), employees shall be provided with time off in accordance with Article 23.

**Section 3.** For purposes of this article, immediate family is defined as an employee's child, step-child, parent, step-parent, spouse, brother, sister, mother-in-law, father-in-law, grandchild, grandparents, step-grandchild (your spouse's grandchild), and significant other (a person with a spousal relationship who resides in the employee's household).

## **ARTICLE 18** **COURT LEAVE**

**Section 1.** The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

**Section 2.** Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation, as scheduled in advance with the Employer.

**Section 3.** It is understood that an employee released from jury duty prior to the end of his/her scheduled workday shall report to work for the remaining hours.

## **ARTICLE 19** **LEAVES OF ABSENCE**

**Section 1.** This section describes conditions under which the Employer may, at its discretion, grant a leave of absence.

- A. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond the six (6) months.
- B. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the County service, by improved performance at any level, or for voluntary service in any governmentally-sponsored program of public betterment.
- C. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- D. The granting of any leave of absence is subject to approval of the Employer sixty (60) days prior to commencement of the desired leave so that the various functions may proceed properly.

- E. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

**Section 2.** If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

**Section 3.**

- A. When an employee becomes physically or mentally unable to perform the duties of his/her position, but is still able to perform the duties of another vacant, lower-level position, he may voluntarily request reduction to the lower-level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction requests shall be the sole discretion of the Employer and/or appointing authority, based upon operational needs and requirements.
- B. A physically or mentally incapacitated employee who has exhausted all accumulated sick leave and for whom a voluntary reduction is not practicable may request up to six (6) months of personal leave (leave without pay) if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.
- C. A disability separation may be granted when an employee has exhausted his accumulated sick leave, authorized vacation or compensatory time, and any leave of absence without pay, where applicable, and is as follows:
  - 1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization, as authorized by a physician at the hospital or institution, or
  - 2. is declared physically incapable of performing the duties of his position by a licensed physician. If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

- D. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement containing the results of a medical examination. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician at the expense of the employee. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized. An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

## **ARTICLE 20**

### **PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**Section 1.** The Employer agrees to make available to all employees informational pamphlets as provided by the Public Employees Retirement System for employees having need to pension information.

## **ARTICLE 21**

### **SICK LEAVE/INCENTIVE LEAVE**

**Section 1.** Effective January 1, 1985, and each year thereafter, each employee shall accumulate seven (7) days of sick leave per year. Said leave shall be earned at 2.15 hours per pay period.

**Section 2.** Each employee shall earn 2.46 hours of incentive leave, or "bonus time," for each bi-weekly pay period worked without any incidents of lost time. An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unexcused absences or unexcused tardiness. However, in the event an employee should establish an abusive absenteeism problem, the following provisions shall apply:

- A. An employee who receives a verbal warning regarding abusive absenteeism shall not earn any "bonus time" for the month during which the verbal warning was issued;
- B. An employee who receives a letter of warning or written reprimand for abusive absenteeism shall not earn "bonus time" for the month during which said warning or reprimand was issued. Said employee shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the warning or reprimand or from any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time.

For purposes of this section, approved funeral leave shall not be counted as an incident of lost time.

**Section 3.** Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Appointing Authority or his designee in the case of an emergency.

**Section 4.** Prior to the first pay day in December, each employee shall notify his Appointing Authority and/or designee, in writing, of the manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus time to sick leave at the full value of his accumulated but unused bonus time. Unused bonus time may be carried over for a period of one (1) year. The maximum amount of bonus time which may be converted to cash in any one year shall be ten (10) days.

**Section 5.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 6.** This section describes the uses of sick leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family;
  2. Death of a member of his immediate family (limited to five (5) working days maximum);
  3. Medical, dental or optical examinations or treatment of an employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
  5. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.
- B. The definition of immediate family is as follows: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, step-grandchildren, a legal guardian or any other person who stands in place of a parent (loco parentis).

**Section 7.** The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 8.** When an employee is unable to report to work, he/she shall notify the person on duty at the Erie Street Bridge's West Tower two (2) hours before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

**Section 9.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid.

**Section 10.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

**Section 11.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the County.

**Section 12.** If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this Agreement.

**Section 13.** A bargaining unit employee upon retirement may cash out one thousand (1,000) hours of sick leave at one hundred percent (100) base pay after five (5) years of uninterrupted employment. A bargaining unit employee hired after January 1, 2007, upon retirement may cash out up to two hundred fifty (250) hours of sick leave at one hundred percent (100) base pay after five (5) years of uninterrupted employment.

**Section 14.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code sections 124.38 and 124.39.

**ARTICLE 22**  
**UNION BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for one bulletin board in an agreed upon location for use by the Union.

**Section 2.** All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union Meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union; and
- G. Publications, rulings or policies of the Union.

**ARTICLE 23**  
**PROBATION PERIODS/PERFORMANCE EVALUATIONS**

**Section 1.** Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from Lorain County and shall continue for a period of one hundred and twenty (120) calendar days. Full-time employees hired into the classification of Bridge Tender Trainee shall serve a probationary period of six (6) months. However, such probationary period may be extended upon written mutual agreement between the Employer and the Union. Employees may be terminated during their new hire probationary period without appeal.

**Section 2.** Probationary and performance evaluations of newly hired employees shall be conducted in accordance with the personnel policies and procedures of the Employer.

**Section 3.** New hire probationary evaluations shall not be subject to the formal grievance procedure. Probationary newly hired employees may not join the Union nor file grievances until they have satisfactorily completed their new hire probation period.

**Section 4.** A newly promoted employee shall serve a probationary period of one hundred twenty (120) days.

**Section 5.** Probationary and performance evaluations for newly promoted employees shall be conducted in accordance with the policies and procedures of the Employer. An employee failing to successfully complete his promotional probationary period, by receiving an unsatisfactory rating on his evaluation, shall be returned to his/her former position, with the exception of Bridge Tender Trainee, who shall be terminated from service.

**ARTICLE 24**  
**NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lorain County. Therefore it follows:

- A. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of this article.

**ARTICLE 25**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all county employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 26**  
**SEVERABILITY**

**Section 1.** This Agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 27**  
**HEALTH CARE INSURANCE**

**Section 1.** The Employer will continue to provide full-time bargaining unit employees with coverage under the Lorain County Health Care Plan, except as provided for in Section 3 of this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

**Section 2.** The Employer retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan Document.

**Section 3.** Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

**Section 4.** Effective January 1, 2008, the employee shall be required to contribute, through payroll deduction, an amount not to exceed ten percent (10) of the premium cost per month for family or single coverage.

**Section 5.** Full-time employees must remain in an active pay status in order to continue to be eligible for Employer-paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

**ARTICLE 28**  
**TUITION REIMBURSEMENT**

**Section 1.** The Employer agrees to pay the cost of books, fees and tuition for coursework, seminars, and/or training required and approved by the Employer and successfully completed by the employee.

**ARTICLE 29**  
**WAGES**

**Section 1.** All newly hired employees shall be paid at the minimum or starting hourly rate for that classification as identified in Section 4 of this article.

**Section 2.** Newly hired employees who are in the Bridge Tender Trainee classification shall be advanced to the six-month rate as identified in Section 4 of this article upon the completion of six (6) months of continuous service. Upon the successful completion of a one (1) year period, employees in the Bridge Tender Trainee classification shall be advanced to the Bridge Tender classification. Employees advanced to the Bridge Tender classification in this manner shall not be required to complete a new probationary period.

**Section 3.** Employees shall not receive a pay increase for 2010, 2011, or 2012. However, if the Lorain County Board of Commissioners approves an hourly rate increase or Lump Sum payment to any other bargaining unit where the Board of Commissioners is the appointing authority, such hourly rate increase or Lump Sum payment shall apply to those employees covered by this Collective Bargaining Agreement.

**Section 4.** Effective with the execution of this agreement, the following will represent the starting hourly rates of pay for bargaining unit classifications and the six (6) month rate for the classification of Bridge Tender Trainee:

<u>Bridge Tender Trainee</u>	
Starting Rate	\$11.00 per hour
Six (6) Month Rate	\$11.50 per hour
<u>Bridge Tender</u>	
Starting Rate	\$12.00 per hour
<u>Bridge Mechanic</u>	
Starting Rate	\$13.00 per hour
<u>Maintenance Technician</u>	
Starting Rate	\$14.00 per hour

**Section 5.** Bargaining unit employees assigned to work the majority of hours between 4:00 p.m. and midnight shall be entitled to a shift differential of twenty-five cents (\$.25) per hour in addition to their regular hourly rate of pay.

**Section 6.** Bargaining unit employees assigned to work the majority of hours between midnight and 8:00 a.m. shall be entitled to a shift differential of thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.

**Section 7.** Bargaining unit employees with continuous service with the Employer shall be eligible for longevity supplements as follows:

<b>Continuous Service Interval</b>	<b>Supplement to Hourly Rate of Pay</b>
Five (5) to eight (8) years	\$.35
Nine (9) to thirteen (13) years	\$.40
Fourteen (14) to eighteen (18) years	\$.45
Nineteen (19) years or more	\$.50

Employees shall be credited with said supplement at the beginning of the first pay period following the attainment of the continuous service interval.

The payment of the supplement shall not increase the base hourly rate for the job classification and shall not be considered when calculating future pay rate increases. Said supplement shall not increase the employee's base rate of pay; however, it will be considered in determining the rate of pay for overtime work.

### **ARTICLE 30** **CLASSIFICATION AND JOB DESCRIPTION**

**Section 1.** Should any employee in the bargaining unit feel that they are not properly classified; they may request a job audit through their Appointing Authority. The Employer will conduct the audit by surveying the employee's current job duties. If the employee is found to be working out of their proper classification, the Appointing Authority will reassign the employee to the proper classification for the duties being performed.

### **ARTICLE 31** **FAMILY AND MEDICAL LEAVE**

**Section 1.** Family and Medical Leave will be granted to an employee in accordance with the requirements established in the Federal Family and Medical Leave Act and the Employer's policy.

**Section 2.** An employee who exhausts the Family and Medical Leave may apply for a disability leave pursuant to the provisions of Article 19 of this agreement.

**ARTICLE 32**  
**LIFE INSURANCE**

**Section 1.** The Employer agrees to provide a fifty thousand dollars (\$50,000) life insurance policy for all full-time employees.

**Section 2.** The Employer will provide each employee with a copy of the life insurance booklet at the time of enrollment in the plan.

**ARTICLE 33**  
**SAFETY & HEALTH**

**Section 1.** It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 2.** Employees must report job-related injuries to their immediate supervisor as soon as the employee becomes aware of such injury. Employees are also responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. The employees are responsible for properly using and caring for facilities, vehicles, equipment, tools and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the designated Safety Officer. The Safety Officer will investigate any safety complaint or incident reported. If he believes that corrective action is necessary, he shall make such recommendations concerning corrective action to the Employer. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

**Section 3.** When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 4.** Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

**Section 5.** It is the Employer's responsibility to administer and enforce compliance with Occupational Safety and Health Administration requirements.

**Section 6.** Should the employee or Union seek remedy before any other agency on a safety or health complaint involving an allegation of violation of safety standard, then any request for arbitration of a grievance on the complaint shall be held until the agency responds. If no response is received within sixty (60) days, the Union shall reserve the right to move the arbitration of the grievance forward.

**Section 7.** First Aid kits shall be provided by the Employer at its facilities.

**Section 8.** Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with employees and posted for reference in prominent locations within the facilities.

**Section 9.** Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in Labor/Management meetings.

## **ARTICLE 34** **LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines it is necessary to layoff bargaining unit employees because of lack of funds, lack of work, or job abolishment, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off in each affected classification. The Employer will notify the affected employees at least ten (10) days in advance of the effective date of layoff. The Employer further agrees to notify the Union prior to giving any bargaining unit members notice of layoff.

**Section 2.** Once the number of layoffs and the affected classifications have been determined by the Employer, employees shall be laid off in the following order:

- A. probationary employees in the classification;
- B. the least senior non-probationary employee in the classification.

**Section 3.** In the event a bargaining unit employee is laid off, he shall be entitled to compensation for earned but unused vacation leave in accordance with Article 15, Section 9, of this agreement, and he shall be permitted to convert any unused bonus time to cash payment at one-half (1/2) the value of the accumulated but unused bonus time as described in Article 21, Section 4. In addition, if the layoff is intended to be permanent, the employee may convert unused sick time to cash payment in accordance with Article 21, Section 13.

**Section 4. Recall.** A non-probationary employee who has been laid off shall retain recall rights to the classification from which he was laid off and shall be subject to recall, on the basis of seniority, by the Employer for a period of twelve (12) months, plus one (1) additional month for each year of service up to a maximum of twenty-four (24) months, from the effective date of layoff. It shall be the employee's responsibility to keep the Employer advised, through written notice, of his current and accurate mailing address.

**Section 5.** An affected employee shall be notified, by way of certified letter, by the Employer, of his eligibility for recall whenever the Employer determines it is appropriate to recall such employee. The employee shall have seven (7) days within which to notify the Employer by way of certified letter, of his decision to accept or reject the opportunity to be recalled. Failure of the employee to accept within the seven (7) day period shall be considered a rejection of the recall opportunity. The employee must be available for work within ten (10) days after being notified of recall or he shall forfeit his recall rights.

**Section 6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code sections 124.321 through 124.328.

### **ARTICLE 35** **DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective September 1, 2011, and shall remain in full force and effect through August 31, 2014, unless otherwise terminated as provided herein.

**Section 2.** Except as otherwise provided herein, if either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to that termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

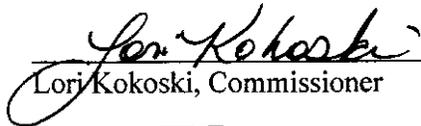
**Section 3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. The parties recognize and agree that this provision shall not operate as a bar to negotiations regarding unilateral changes, or proposed unilateral changes, in mandatory negotiable subjects, as defined in ORC Chapter 4117. Further, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

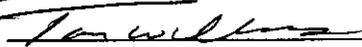
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 2<sup>ND</sup> day of November 2011.

**FOR THE EMPLOYER**

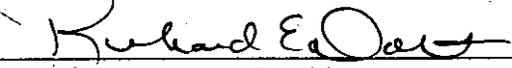
  
\_\_\_\_\_  
Ted Kalo, Commissioner

  
\_\_\_\_\_  
Lori Kokoski, Commissioner

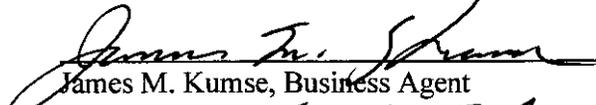
  
\_\_\_\_\_  
Tom Williams, Commissioner

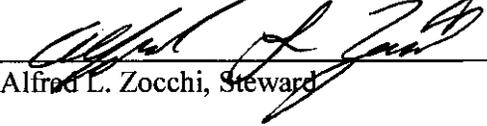
**FOR THE UNION**

  
\_\_\_\_\_  
Patrick L. Sink, Business Manager

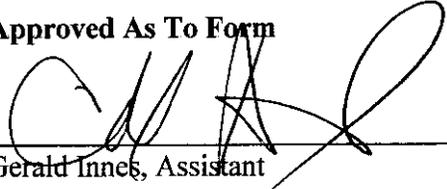
  
\_\_\_\_\_  
Richard E. Dalton, President

  
\_\_\_\_\_  
Mark Totman, Recording Secretary

  
\_\_\_\_\_  
James M. Kumse, Business Agent

  
\_\_\_\_\_  
Alfred L. Zocchi, Steward

**Approved As To Form**

  
\_\_\_\_\_  
Gerald Innes, Assistant  
County Prosecutor

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**

Bridge Tender Trainee  
Bridge Tender  
Bridge Mechanic  
Maintenance Electrician  
Maintenance Technician

**APPENDIX B**  
**DUES DEDUCTION AUTHORIZATION FORM**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Clock No. \_\_\_\_\_  
To \_\_\_\_\_

You are hereby authorized to deduct from my earnings, and remit same to Local 18-S of the International Union of Operating Engineers, such initiation fees, dues, and other charges as authorized by the Local and certified to my employer by the Financial Secretary of Local 18-S.

This assignment, authorization, and directive shall be irrevocable for the period of one (1) year, or until the termination of the collective agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization, and directive shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each for the period of each succeeding applicable collective agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Title 29 USC Section 186 (c) of the Labor Management Relations Act of 1947 and otherwise.

Date \_\_\_\_\_ Signed \_\_\_\_\_

**APPENDIX C**  
**UNION REPRESENTATIVE TIME FORM**

Union Official's Name: \_\_\_\_\_

Work Area: \_\_\_\_\_

Date: \_\_\_\_\_ Destination: \_\_\_\_\_

Grievance No.: \_\_\_\_\_

(Check Appropriate Business)

Left Work Area \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

\_\_\_\_\_ Attend Meeting with the Employer

\_\_\_\_\_ Process Grievance

Returned to \_\_\_\_\_ a.m.

Work Area \_\_\_\_\_ p.m.

\_\_\_\_\_ Attend Disciplinary Conference

Began \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Ended \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

\_\_\_\_\_  
Steward's Supervisor

\_\_\_\_\_  
Supervisor or Manager

\_\_\_\_\_  
Steward

Complete in Triplicate

1 copy Steward

1 copy Superintendent

1 copy County Administrator

**APPENDIX D**  
**GRIEVANCE APPEAL**

STEP 2

Local \_\_\_\_\_

Name of Employee \_\_\_\_\_ Grievance No. \_\_\_\_\_

Classification \_\_\_\_\_ Division \_\_\_\_\_

Date Presented \_\_\_\_\_ Date \_\_\_\_\_

Nature of Grievance; Article and Section Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee \_\_\_\_\_

Steward \_\_\_\_\_

Supervisor \_\_\_\_\_

Date Received \_\_\_\_\_

Supervisor's Answer:

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX E**  
**POLITICAL EDUCATION PATTERNS (PEP) CHECKOFF**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
*(please print)*  
Home Address \_\_\_\_\_ Local No. \_\_\_\_\_ District No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Register No. \_\_\_\_\_  
Race \_\_\_\_\_ Sex \_\_\_\_\_ Where Employed \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

I hereby authorize and direct that you deduct from my pay the sum of five cents (\$.05) or \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) per hour for all compensated hours as your employee, and to remit that  
amount to the Political Education Patterns (PEP), 3515 Prospect Avenue, Cleveland, Ohio  
44115.

This contribution is voluntarily made upon the specific understanding that the making of such  
voluntary contributions are not conditions of membership in the Union or of employment with  
the Employer; that I may contribute a greater or lesser amount than that amount suggested, and I  
will not be favored or disadvantaged for doing so; that I may refuse to contribute without  
reprisal; and that PEP uses the money it receives to make political contributions and  
expenditures.

This authorization shall remain in full force and effect until revoked in writing by me.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Contributions or gifts to this organization are not deductible as charitable contributions for  
federal income tax purposes.

**SIDE AGREEMENT**  
**FILLING SHIFTS DUE TO PRE-SCHEDULED VACATIONS**

Whenever it becomes necessary to fill a shift due to a pre-scheduled vacation, the Employer will offer these opportunities in the following manner:

1. Rotate the opportunities on a seniority basis between the Maintenance personnel;
2. If no Maintenance employee expresses an interest, the opportunity shall be offered to employees in the Bridge Tender classification on a seniority basis.
3. If no employee expresses an interest in working a particular shift, the Employer may require the least senior employee (regardless of job classification) to work a particular shift. The Employer reserves the right to determine the necessity of filling any particular shift which becomes available due to a pre-scheduled vacation.

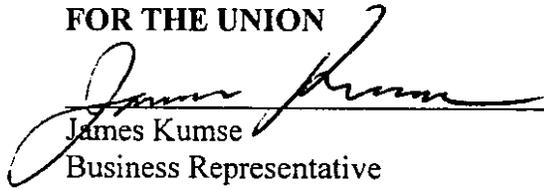
This side agreement is not intended to deal with any situation in which the Employer has waived the advanced notification requirements for vacation request.

**FOR THE EMPLOYER**

\_\_\_\_\_  
James R. Cordes  
County Administrator

\_\_\_\_\_  
Date

**FOR THE UNION**

  
\_\_\_\_\_  
James Kumse  
Business Representative

\_\_\_\_\_  
Date

11/07/11

**SIDE AGREEMENT**  
**REVISED SCHEDULES FOR MAINTENANCE EMPLOYEES**

Within thirty (30) days following the execution of the collective bargaining agreement, the Employer will revise the schedules for Maintenance employees. This revised schedule will require these employees to work on a Monday through Friday basis. The existing weekend Bridge Tending shifts that are currently staffed by Maintenance personnel will be distributed among employees in the Bridge Tender classification. If a Bridge Tender should not be available to fill a particular shift, the Employer may offer the work to a Maintenance employee. If a shift cannot be filled in the manner described above, the Employer may require the least senior employee (regardless of classification) to work said shift.

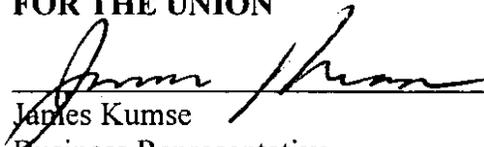
This side agreement is intended to resolve all aspects of Item #2 of the Union's May 7, 1992, proposals.

**FOR THE EMPLOYER**

\_\_\_\_\_  
James R. Cordes  
County Administrator

\_\_\_\_\_  
Date

**FOR THE UNION**

  
\_\_\_\_\_  
James Kumse  
Business Representative

\_\_\_\_\_  
Date

11/07/11

**SIDE AGREEMENT  
FUNERAL LEAVE**

One (1) day of leave shall be charged to sick leave to the employee to attend the funeral, make funeral arrangements, and carry out the other responsibilities related to the funeral of the following:

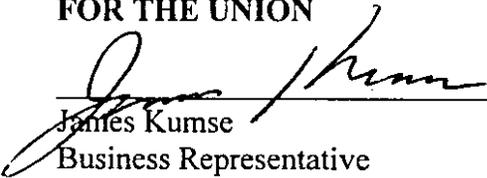
- Aunt
- Uncle
- Niece
- Nephew
- First Cousin

**FOR THE EMPLOYER**

\_\_\_\_\_  
James R. Cordes  
County Administrator

\_\_\_\_\_  
Date

**FOR THE UNION**

  
\_\_\_\_\_  
James Kumse  
Business Representative

\_\_\_\_\_  
Date

*11/07/11*

**SIDE AGREEMENT**  
**INSURANCE PREMIUMS**

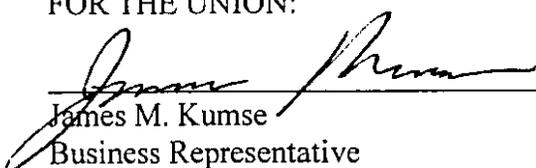
The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any other bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.

FOR THE EMPLOYER:

\_\_\_\_\_  
James R. Cordes  
County Administrator

\_\_\_\_\_  
Date

FOR THE UNION:

  
\_\_\_\_\_  
James M. Kumse  
Business Representative

\_\_\_\_\_  
Date

11/07/11



# International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668

FAX: (216) 432-0796

Local 18S

STATE EMPLOYMENT  
RELATIONS BOARD

2012 JAN 24 A 11: 29

January 19, 2012

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

Ladies and Gentlemen:

Enclosed you will find a signed copy of the newly ratified Agreement between Local Union 18S, and *The Lorain County Board of Commissioners*.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

James M. Kumse  
Business Representative

JMK/pjn  
Enclosures

