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**Collective Bargaining Agreement**

between

**Local 3808-A**

**American Federation of State, County and Municipal Employees**

and

**Ohio Council 8, AFSCME, AFL-CIO**

and

**The Trumbull County Recorder**

**Effective August 1, 2009 through July 31, 2014**

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## Preamble

The Agreement is made by and between the Trumbull County Recorder of Trumbull County Ohio, herein after known as the "Employer" and Ohio Council 8, AFSCME, AFL-CIO, and the employees of the Trumbull County Recorder as represented by Local 3808-A, AFSCME, Ohio Council 8, AFL-CIO, herein after known as the "Union".

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment.

## Article 1 - Intent of the Agreement

Section 1.1 It is the intent and purpose of this Agreement to set forth the understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits and other terms and conditions of employment for all employees included in the bargaining unit as defined herein. This Agreement will also provide a procedure for the prompt and equitable adjustment for grievances which may arise during the term of this Agreement.

## Article 2 - Union Recognition

Section 2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees, including regular and part-time employees, of the Trumbull County Recorder's Office including all employees performing the following functions:

Data Entry	Microfilm
Printing Press Operation	Account Clerk
Deputy Recorder	

Section 2.2 Other provisions of this Agreement notwithstanding, it is agreed the Union shall be recognized as the sole and exclusive representative for the bargaining unit as described by the State Employment Relations Board (SERB) "Certification Pursuant to Request for Recognition", Case Number: 97-REP-04-0080, which is attached as Appendix "A" of the Agreement.

Section 2.3 Any new function of the Employer shall become a subject of bargaining between the Union and the Employer and likewise any new classification within the existing functions, which may be included or excluded from the bargaining unit shall become a subject of

bargaining between the Union and the Employer. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification, or any new function the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

### Article 3 - Contracting Out/Outsourcing

Section 3.1 The Employer agrees it shall not contract or out source any work normally performed by the bargaining unit, nor shall any work normally performed by the bargaining unit be assigned to or performed by any non-bargaining unit employee. Except, that, non-bargaining unit employees of the Recorder's Office shall be permitted to perform bargaining unit work in exigent circumstances which are short term in nature, for the purposes of training bargaining unit employees and in those instances as historically practiced (e.g. coverage for breaks, lunch periods, illness etc.), but not so as to deny bargaining unit employees the opportunity for overtime work.

Section 3.2 It is agreed that prior to any new or dissimilar work being contracted, out sourced, assigned to or performed by any non-bargaining unit employee, members of the bargaining unit shall be given fair and ample opportunity to demonstrate their ability to perform such work, so long as the necessary equipment is available.

Section 3.3 Should either party believe it necessary to consider contracting work, the question will be reviewed by representatives of the Employer, the Local Union and Ohio Council 8, and the decision of this committee of representatives shall be binding upon the parties. Nothing in this section shall preclude the Employer from retaining the services of a temporary staffing agency for short term employment needs, not to exceed thirty (30) calendar days. Persons employed in this capacity shall be exempt from joining the Union or paying a fair share fee to the Union for this period of their employment.

Section 3.4 Welfare to Work Participants The parties recognize and support the federal and state government goals to move welfare recipients into permanent unsubsidized employment. It is further recognized that attainment of this goal requires on-the-job training in order to attain the skills necessary to move from welfare to work. Such training should be fair to the participants and the bargaining unit and must be designed to improve the likelihood of meaningful employment in the private and/or public sector by providing marketable skills to the participants. To that end the parties agree to the following:

Participants are those who are not on the payroll of the Employer, but perform tasks for the Employer or are on the payroll of the Employer and are subsidized by any government program or grant. These participants shall not displace present full time or part time employees of the bargaining unit. Further the participants shall not be utilized to replace present jobs, work or overtime performed by bargaining unit members. In the event the program covering the participants requires a different pay rate and benefit coverage than those provided by the

Employer, the participant shall be paid in accordance with that rate of compensation. If the wage rates and fringe benefits are not specified by the program is not specified, the Employer shall provide the applicable wages and benefits for the participant. Should any participant be hired as a permanent employee of the bargaining unit, all time spent in any of these programs working for the Employer shall be counted toward the completion of the employee's probationary period.

#### Article 4 - Non-Discrimination

Section 4.1 The Employer and the Union agree they shall not discriminate against any employee on the basis of age, gender, sexual orientation, color, creed, national origin, political affiliation, religion, marital status, disability or union activity.

Section 4.2 The Employer agrees it shall not discriminate against, interfere, restrain, or coerce any employee because of membership in the Union or because an employee holds Union office, nor shall it interfere with an employee's right to become a member of the Union.

Section 4.3 Sexual Harassment Neither the Union nor the Employer will tolerate sexual harassment of any kind in the workplace. Employees who believe they are being sexually harassed are encouraged to lodge a complaint in accordance with the Trumbull County Commissioners Sexual Harassment Policy, however the Union may submit any complaint of sexual harassment directly to Step 2 of the grievance procedure or directly to arbitration if the complaint involves the Recorder. Violations of this Section 4.3 may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as a continuing pattern of unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature by supervisors, fellow employees, or clients when:

- A. Submission to the conduct is either an explicit or implicit term or condition of employment;
- B. Submission to or rejection of the conduct, is used, or might be used as a basis for employment decisions affecting the employment of the person who submits to or rejects the conduct;
- C. Such conduct interferes with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

A consenting relationship between adults is not considered sexual harassment.

Section 4.4 ADA Compliance The Union and the Employer agree this contract will comply with the provisions of the Americans with Disabilities Act (ADA). Should an employee with a bona fide disability under the ADA make a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Employer will make written notification to the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the accommodation to be made and, to the extent allowed by the affected employee and the law, the nature of the required restrictions. If the Union wishes to discuss the proposed accommodation, it will make a written request of the Employer for a meeting to discuss the proposed accommodation and/or the required restrictions within five (5) working days of the receipt of the Employer's notice. The parties will meet before any accommodation is made. The specific nature of the disability will not be discussed unless the employee provides written authorization to both parties.

Section 4.5 Gender Neutral/Plurals All references in this Agreement are meant to include both genders. Wherever the male, female or neutral gender or pronouns are used it shall be construed to include both male and female employees. Similarly, whenever the context so requires, the use of words in the singular shall be construed to include the plural and plural the singular.

#### Article 5 - Union Rights and Representation

Section 5.1 Non-employee representatives of the Union shall have the right to enter the facilities of the Employer, during regular business hours, and to visit with the employees covered by this Agreement for the purpose of ascertaining if the Agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the grievance procedure contained in this Agreement. The representative shall notify the Recorder or designee of his/her arrival in the facility. Visitation with bargaining unit employees shall be in accordance with Section 5.2 below.

Section 5.2 The Employer recognizes the right of the Union to select union officers, stewards and alternate stewards to represent employees in grievances which may arise under this Agreement. These officers, stewards and alternate stewards shall be allowed reasonable time for the purpose of investigating, writing and processing grievances and for the general administration of this Agreement.

These officers shall notify their respective supervisors prior to using such time and they shall be permitted a reasonable amount of time to conduct Union business. Use of such time shall be without loss of pay or any other benefit arising as a term and condition of employment. Unless otherwise approved, the investigation and writing of grievances and visitation with non-employee representatives of the Union shall normally be limited to the last one hour of the work day and to an employee's lunch hour and breaks.

Section 5.3 An employee who alleges having a grievance will notify the immediate supervisor and will ask the supervisor to call the steward or a local union officer. The supervisor will call the steward or officer and the union official will make arrangements with his immediate

supervisor, as outlined in 5.2 above, prior to leaving the work area to visit the aggrieved employee. The union representative and the employee shall be given a reasonable amount of time to discuss the grievance without loss of pay or benefit.

Section 5.4 Necessary employees, stewards and other appropriate officers of the Union may attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

Section 5.5 In the event a grievance is processed to arbitration, necessary employees, stewards and officer and all employee witnesses will be permitted to attend the hearing without loss of straight time pay or benefit.

Section 5.6 Within the time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Employer and the Union.

Section 5.7 The Employer agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only. The placement of the bulletin board must be in an area which is easily accessible to the employees of the bargaining unit.

Section 5.8 The Bargaining Unit as a whole shall be granted paid leave not to exceed five (5) workdays per calendar year to attend union functions, meetings, training, and seminars on behalf of the membership, provided reasonable advance notice is given to the Employer. No more than two (2) employees shall be granted leave at any one (1) time.

Section 5.9 P.E.O.P.L.E. Check-Off Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A) An employee shall have the right to revoke the authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and,
- B) The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit; and,
- C) The contribution amount shall be certified to the Employer by the Union. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with

the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

- D) Once an employee revokes authorization under this Article, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the effective date of the revocation; and,
- E) Indemnification The parties specifically agree that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contributions.

#### Article 6 - Management Rights

Section 6.1 Unless expressly modified by other terms and conditions of this Agreement the Union recognizes the right and responsibility of the Employer to administer the business of the Employer and in addition to the other functions and responsibilities which are granted under Chapter 4117.08(c) of the Ohio Revised Code, the Union recognizes that the Employer has and retains the right and responsibility to direct the operations of the Employer, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management which more particularly include the right:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall; and to reprimand, suspend, discharge, or discipline or discharge for just cause;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work performed;
- C. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work; lack of funds;

- E. To determine the hours of work and work schedules;
- 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 maintain the security of records and other pertinent information;
- H. To determine and implement necessary actions in emergency situations.

Section 6.2 The Employer agrees that, in the exercise of its management rights, it shall abide by the terms and conditions of this Collective Bargaining Agreement.

Section 6.3 It is expressly agreed and understood by the parties, notwithstanding the provisions of ORC 4117.08(c) (5), all disciplinary actions, demotions, discharges, etc. are subject to appeal through the grievance procedures contained in this Agreement.

#### Article 7 - No Strike/No Lockout

Section 7.1 For the duration of this Agreement, the Union shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, any strike, work stoppage or slowdown of its members at any operation of the Employer.

Section 7.2 The Union will cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 7.1 of this Agreement. In the event a violation occurs, the Union shall immediately notify all employees such action is violation of this Agreement, subject to possible disciplinary action and advise all employees to immediately return to work.

Section 7.3 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members.

#### Article 8 - Dues Deductions/Fair Share Fee

Section 8.1 The Employer shall deduct regular union dues, initiation fees and assessments from

the pay of employees in the bargaining unit upon receipt from the Union of individual written authorization cards voluntarily signed by the employees of the bargaining unit. A copy of the authorization card is attached as Appendix "B" of this Agreement.

Section 8.2 Deductions will be made each pay period, from the pay of all bargaining unit members who have authorized the deduction. In the event an employee's pay is insufficient to satisfy the amount of the deduction, the Employer will make successive deductions until the

amount to be deducted is satisfied.

Section 8.3 Fair Share Fee Upon the signing of this Agreement, all bargaining unit employees who do not become members of the Union are required to pay a fair share fee to the Union as a condition of employment. This condition of employment is effective sixty-one (61) calendar days from the date of hire.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from the earnings of the employee is automatic and does not require any written authorization from the employee for payroll deduction.

Payment to the Union of fair share fees deduction will be made according to the same provisions of this Agreement which govern the payment of the regular dues deductions. The payment will be accompanied by an alphabetical list of names, social security numbers and current addresses of those employees for whom the deduction was made and the amount of the deduction. This list must be separate from the list of employees who had regular union dues deducted.

No deduction of fair share fees will be made until the Employer receives written notice from the Controller of Ohio Council 8 to begin the deductions.

Section 8.4 The Union shall notify the Employer as to the amount of regular Union dues and the amount of fair share fees to be deducted.

Section 8.5 All Union dues and fair share deductions will be transmitted to the Union no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deductions were made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 8.6 Two lists will accompany each remittance of check off monies:

1. An alphabetical list of the names, social security numbers, and current addresses of all employees for whom a deduction was made and the amount of the deduction; and
2. An alphabetical list of the name(s), social security number(s), and current address of all employees who were dropped from the previous check off list and the reason each was dropped. These lists are separate from and in addition to the fair share fee list required in Section 8.3 above.

Section 8.7 Once the funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union agrees it will hold the Employer harmless from all claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Alleged errors in the payment of dues or fees must be made within one hundred eighty (180) calendar days of the receipt by the Union of the monthly dues

and fair share fee deductions.

#### Article 9 - Probationary Periods

Section 9.1 Newly hired employees will be required to successfully complete a one hundred twenty day (120) probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for one hundred twenty (120) calendar days thereafter. Newly hired bargaining unit employees may join the Union and file grievances from the date of hire except that a termination during the first sixty (60) days of the probationary period shall not be subject to appeal through the grievance procedure.

Section 9.2 New hire probationary periods may be extended by mutual agreement. New hires not entitled to benefits until completion of sixty (60) calendar days of employment.

Section 9.3 Promotional Probationary Period Employees promoted pursuant to the terms of this Agreement shall serve a promotional probationary period not to exceed sixty (60) calendar days from the effective date of the promotion. Employees shall be paid at the prevailing rate of the classification to which he/she is promoted and the probationary period shall begin on the first day the employee receives compensation for the duties of the promotion and shall continue for a period of sixty (60) calendar days thereafter.

Section 9.4 Newly promoted bargaining unit employees may return to their former position within the first thirty (30) calendar days of the promotional period.

Section 9.5 The Employer will immediately provide the Union with a notice of all bargaining unit employees hired or promoted by the Employer. Such notice shall contain the name, address, social security number, job site, job classification and the date of hire or promotion of each affected employee.

#### Article 10 - Seniority

Section 10.1 For the purposes of this Agreement, employees shall be credited with two (2) types of seniority:

- a) Total Seniority which is defined as continuous length of service with the Employer. Bargaining unit members shall be credited with one (1) day of seniority for each day of employment, three hundred sixty-five (365) days per each anniversary year, three hundred sixty-six (366) days in the case of a leap year;
- b) Bargaining Unit Seniority which is defined as an employee's aggregate length of service within the bargaining unit and credited in the same manner as (a) above for time in the bargaining unit. This seniority shall be exercised pursuant to the

bidding rights and lay-off and recall procedures contained in this Agreement.

Disability leave, Family and Medical leave, Worker's Compensation leave or any other approved leave of absence, paid or unpaid, shall not constitute a break in service or seniority. Employees on any of the leaves outlined above shall continue to accrue all types of seniority for the duration of that leave whether in paid or unpaid status.

Section 10.2 Employees who are reinstated within one (1) year of separation from employment shall not lose their seniority. However, no seniority shall be credited for the time the employee was separated from service.

Section 10.3 Seniority shall be lost only when an employee:

- a. Quits or resigns and is not rehired within one (1) year;
- b. Is discharged for just and proper cause;
- c. Is laid off for a period of more than twenty-four (24) consecutive months;
- d. An employee is promoted out of the bargaining unit except that no break in seniority shall occur for a period of ninety (90) days of the date of the promotion. Should the employee elect to remain in the non-bargaining unit position subsequent to ninety (90) days of promotion, the employee's seniority shall be "frozen" as of the date of the promotion. Should the employee return to the bargaining unit after the aforementioned ninety (90) day period he/she shall be credited with all frozen seniority;
- e. Retires;
- f. Refuses recall from layoff or fails to report within fourteen (14) days from the date of a recall notice.

Section 10.4 The Employer shall provide the Union with a current seniority list on January 1 of each calendar year. The list will show the name, address, date of initial employment, date of last promotion and classification seniority date of each employee of the bargaining unit.

Section 10.5 The Union will post all seniority lists on the bulletin boards provided. If an employee disagrees with the information provided on the seniority list(s), he/she shall make such disagreement known to a steward or local union officer who will then make the necessary corrections with the Employer. All corrections shall be made within thirty (30) days of the first knowledge of any discrepancy.

Section 10.6 In the event two or more employees of the bargaining unit have the same date of

employment and/or the same length of continuous employment with the Employer, the seniority of the individuals involved will be determined by the casting of lots in each case where the issue of seniority arises.

### Article 11 - Layoff and Recall

Section 11.1 Whenever the Employer determines that a layoff is necessary due to lack of work or lack of funds, the Employer shall determine the classification or classifications within a department (ex. Microfilm, Printing, Archives, Recorders) in which the layoff or layoffs will occur and the number of employees to be laid off within each classification. The Employer shall notify the affected employee(s), in writing, at least ten days prior to the effective date of the initial layoff(s). A copy of all such layoffs shall be forwarded to the Union. Prior to notification of the affected employees, the Employer shall meet with the Local Union Representatives to discuss the impact of layoffs on bargaining unit employees and possible alternatives to layoffs. **For a layoff alternative to be adopted, a majority of all of the employees in the department must vote to accept the alternative. Employees also may agree to accept a voluntary layoff and such voluntary layoffs shall be sought before laying off any employee involuntarily. Where an employee agrees to a voluntary layoff, that layoff shall be for a minimum duration of three (3) months, unless the employee is recalled earlier. A voluntarily laid off employee shall have the right to return to work after the three (3) month period, so long as he/she has provided the Employer a minimum of fourteen (14) calendar days prior notice of the intent to return.**

Section 11.2 Employees in positions affected by such actions shall be laid off on the following order:

- a. Temporary employees (including part-time and seasonal)
- b. Probationary employees (initial new hire probation)
- c. Permanent employees in the inverse order of their seniority as defined in Article 10 "Seniority" of this Agreement.

Section 11.3 Full time employees who are affected by a layoff may exercise their seniority to displace ("bump") a less senior employee according to the following schedule:

- a. A less senior employee within same classification the employee who is affected by a layoff. If unable to "bump" within the same classification then;
- b. A less senior employee in a lower rated or lower paying classification within the affected (the bumping employee) employee's work unit, provided the affected (bumping) employee possesses the minimum qualifications of the lower rated

classification as defined herein, as determined by the Employer. When the Employer makes this determination, such determination shall not be unreasonably, arbitrarily or capriciously applied.

- c. **Where an employee is being laid off because his or her job has been abolished and there is no lower rated or lower paying classification in the employee's work unit, that employee may bump an employee in an equal or lower rated or paying classification in another work unit, provided the bumping employee possesses the minimum qualifications of the equal or lower rated or paying classification, as determined by the Employer. When the Employer makes this determination, such determination shall not be unreasonably, arbitrarily or capriciously applied.**

Within three (3) working days following notification of layoff or the date an employee is notified by the Employer of a senior employee's desire to "bump", affected employees shall, on the agreed upon form, provide notice to the Employer of their desire to displace a less senior employee. This notice shall be given to the affected employee's immediate supervisor.

Supervisors shall inform affected employees within three (3) working days of a senior employee's desire to "bump" them.

In the event an employee is unable to "bump" another employee as provided herein, the affected employee shall be placed on layoff. Employee shall retain recall rights for a period of two (2) years from the date of layoff.

Section 11.4 Payment of Vacation In the event of a layoff, Employees may request and receive payment for all or any part of any earned but unused vacation leave. Payment for such time shall be made at the earliest possible opportunity but not later than twenty (20) calendar days of the date of the request for payment.

Section 11.5 Should an employee affected by lay off as described herein be on approved FMLA sick leave at least twenty-one (21) calendar days prior to the notice of layoff as provided in Section 11.1 of this Agreement, that employee shall be laid off in accordance with the provisions of this Article. It is understood, however, that the affected employee shall be able to use, and receive payment for, all accrued, but unused sick leave to the employee's credit at the time the employee was granted the use of sick leave. Sick leave payments shall continue until the employee is medically certified to return to work as provided by a licensed health care provider's statement or until the accrued but unused sick leave is exhausted.

Employees affected by this provision of the Agreement shall, on a weekly basis, provide to the Employer medical documentation as to their medical condition. Failure to comply with this provision shall result in the termination of sick leave payments and the affected employee shall be immediately placed in lay off status as provided in this Article.

Section 11.6 Recall Employees who are in lay-off status shall have the right to recall for a period of twenty (24) months from the effective date of lay off.

Section 11.7 When it is necessary to increase the workforce following a lay off, or when a vacancy exists and is to be filled within the bargaining unit, employees shall be recalled to their job classifications or any vacant lower rated classification or from any lower rated classification into which they "bumped" during the course of the layoff, in accordance with their bargaining unit seniority (i.e. most senior employees recalled first.) For the purposes of this Article, employees who fill a lower rated vacancy which occurs during a layoff shall be considered to have "bumped" into that classification and shall retain all recall rights in accordance with this Article.

Section 11.8 Employees who "bump" into lower rated classifications shall have unlimited right to recall to their former classification.

Section 11.9 Employees on lay off shall be given a fourteen (14) calendar day notice of recall. Such recall notice shall be by certified mail (return receipt requested) to the employees last known address on file with the Employer.

Section 11.10 Employees recalled from lay off as described herein shall have five (5) working days following the receipt of the recall notice to notify the Employer of the intent to return to work. Employees shall have fourteen (14) days following the receipt of the recall notice to report for duty unless a longer period for returning to work is otherwise specified or agreed to in writing.

#### Article 12 - Grievance Procedure

Section 12.1 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 be used to effect changes in the Articles of this Agreement nor matters not covered by this Agreement.

Section 12.2 If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (e.g. Worker's Compensation, Unemployment Compensation, EEOC, Civil Rights Commission etc.) such matters may be subject to the grievance procedure but not subject to Arbitration as provided herein.

Section 12.3 All grievances must be processed at the proper step of the procedure in order to be considered at the subsequent steps.

The Union or an employee may withdraw a grievance at any point in the grievance procedure by submitting a written statement to that effect or by allowing the time requirements at each step to lapse without further appeal. Any grievance which is not submitted or advanced within the time limits provided herein shall be considered resolved based on the Employer's last answer. Any grievance not answered within the stipulated time limits shall be advanced to the next step of the grievance procedure. All time limits contained within this procedure may be extended upon mutual written consent of the parties.

Section 12.4 It is the mutual desire of the Union and the Employer to provide for the prompt adjustment of grievances and every reasonable effort will be made to resolve a grievance at the earliest possible step. In furtherance of this objective, the following procedure for the processing of grievances shall be followed:

Step 1 Should an employee have a complaint, it will be brought, in writing on the form provided, to the attention of the immediate supervisor and the Union within five (5) working days of the employee's reasonable first knowledge of the event giving rise to supervisor shall discuss the complaint with the employee and the Union and within five (5) working days of that discussion shall respond to the complaint in writing with copies forwarded to the Union and the employee. If the Union is not satisfied with the response, they may, within five (5) working days of the receipt of the response, appeal the answer to Step 2 of this procedure.

Step 2 If the grievance is not satisfied at Step 1 of the procedure the grievance shall be reduced to writing, and submitted to the Recorder. The Recorder shall have five (5) working days from the receipt of the grievance to schedule a meeting for the hearing of the grievance. The Recorder shall respond to the grievance in writing within ten (10) working days of the Step 2 meeting.

Step 2-A Grievance Mediation Prior to submitting a grievance to Arbitration as outlined in 3B below, the parties agree to submit the grievance(s) to non-binding grievance mediation. The mediation shall be conducted by a mediator/facilitator provided by SERB or FMCS. Step 2A of this Article may be waived by mutual agreement of the parties.

Step 3 If the grievance is not satisfactorily adjusted at Step 2 of the procedure, the Union may appeal the grievance in the following manner:

- a) Within thirty (30) calendar days of the Step 2 answer, the Union will notify the Employer of its intent to appeal the grievance to arbitration.
- b) Within ten (10) working days of the notification, the parties will meet to select an arbitrator. The arbitrator shall be selected by use of the "alternate strike" method. The Union shall first strike any name which it finds unacceptable and then the Employer shall do likewise; this process shall continue until one (1) name remains and that name will be selected to hear the dispute. The parties shall create a

permanent panel of seven (7) arbitrators. The panel shall consist of three (3) names submitted by the Union and three (3) names submitted by the Employer and the seventh (7<sup>th</sup>) shall be selected by mutual agreement of the parties.

- c) The arbitration step of the grievance procedure shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. The Arbitrator's decision shall be issued in writing not more than thirty (30) days from the close of oral arguments or the filing of briefs, whichever is the later, unless the time period is mutually extended by the parties. The fees and expenses of the Arbitrator shall be borne by the losing party.
- d) The Arbitrator shall limit his decision to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question and his/her decision shall be consistent with applicable law.
- e) The Arbitrator shall be without authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
- f) The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which the such right originated, or to make any award based on a right arising under any previous Agreement, grievance or practice. Except in the instance where the Employer has established a new classification, the Arbitrator shall not establish any rates additional to the wage rates already negotiated as part of this Agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement the date the grievance was presented to the Employer at Step 1 of the grievance procedure.
- g) All decisions of the Arbitrator shall be final, binding and conclusive upon the Employer, the Union and all employees of the Recorder's Office. All pre-arbitration settlements and all grievance answers not appealed the Union shall be final, binding and conclusive on the Employer, the Union and all employees of the Recorder's Office. The Union may withdraw a grievance at any time during the grievance procedure and such withdrawal shall be without prejudice or precedent to any decisions of the parties as they relate to that grievance or any future grievances.

- h) Except as provided herein, any cost involved in obtaining the lists of Arbitrators shall be equally divided between the parties. All costs directly related to the service of the Arbitrator shall be borne by the losing party. Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reports or court stenographer shall be borne by the party asking for one; the fees shall be borne equally if both parties desire a court reporter's recording. The cost of copies of the transcript shall be borne by the party requesting such copy.
- i) Aggrieved employees, necessary stewards, necessary Union representatives and all necessary witnesses shall be entitled to attend the arbitration hearing and shall suffer no loss of regular wage or benefit for time off the job while attending these proceedings.

Section 12.5 A grievance may be brought by the Union or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to file the grievance. Each employee who desires to be included in such grievance may be required to sign the grievance. The Union may file contract administration or policy grievances without naming and/or without the signature of any particular aggrieved employee.

Section 12.6 Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step or level form which it originates.

Section 12.7 All grievances must contain the following information to be considered and must be filed using the form attached as Appendix "C" of this Agreement.

- a) Aggrieved employee's name and signature when applicable;
- b) Aggrieved employee's classification when applicable;
- c) Date grievance was first discussed and name of supervisor with whom the discussion took place;
- d) Date grievance was submitted in writing;
- e) Date and time grievance occurred;
- f) Location where grievance occurred;
- g) A description of the incident giving rise to the grievance;
- h) Specific Articles and Sections of the Agreement violated;

- i) Desired remedy.

Section 12.8 All employees are entitled to have union representation at each step of the grievance process. This representation shall be limited to one (1) employee representative and one (1) non-employee representative at Step 1 of the process and up to two (2) employee and one non-employee representatives at Step 2 of the process. No union representative, witness or grievant shall suffer any loss of regular wages or benefit while attending a hearing, investigating a grievance or processing a grievance, provided the time off is approved by the supervisor. Approval of time shall not be unreasonably denied.

Section 12.9 A policy grievance which affects more than one (1) employee may be submitted directly to Step 2 of the grievance procedure.

Section 12.10 All grievances which are reduced to writing shall be set forth on the grievance form attached as Appendix "C" of this Agreement.

Section 12.11 The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the parties, be binding upon both parties. Should the Union fail to advance or appeal a grievance within the time frames outlined in this procedure, the grievance shall be considered resolved based upon the last written answer of the Employer at the step the answer was given. Should the Employer fail to timely respond in writing to a grievance, the grievance shall be advanced to the next step of the procedure.

### Article 13 - Pre-Disciplinary Hearing/Discipline

Section 13.1 No employee shall be disciplined except for just cause. Whenever the Employer determines an employee may be suspended or terminated, a pre-disciplinary conference shall be scheduled prior to the imposition of any disciplinary action.

Section 13.2 The Employer shall provide notice of any pre-disciplinary hearing to the Union and the Employee not less than seventy-two (72) hours in advance of the hearing. This notice shall contain the date, time and place of the hearing and an outline of the charge(s) against the employee. The notice shall also include a list of three (3) persons not in the direct line of authority of the charged employee who may serve as the hearing officer. Within twenty-four (24) hours of the receipt of the notice, the employee and/or the Union shall select one (1) name from the list of three (3) to serve as the hearing officer and shall report that choice to the Employer. The selected hearing officer shall preside at the pre-disciplinary hearing and shall determine if the conduct giving rise to the charge occurred and whether or not discipline is warranted in the case before him.

Section 13.3 Pre-disciplinary hearings will be conducted before the hearing officer within seven calendar days of the incident which gave rise to hearing. Not less than forty-eight (48)

hours prior to the scheduled start of the hearing the employee may choose to:

- a) Appear at the hearing and present an oral or written statement in his or her behalf;
- b) Appear at the hearing and have a Union representative present an oral or written statement on behalf of the employee;
- c) Waive in writing the opportunity for the pre-disciplinary hearing.

Section 13.4 The employee shall be represented by a Union representative and the employee or representative shall be permitted to confront and/or cross examine any witnesses for the Employer, present any testimony, evidence or witnesses on his/her own behalf to refute the charge(s) or explain whether or not the alleged conduct occurred.

Section 13.5 Within ten (10) working days following the close of the pre-disciplinary hearing, a written report will be prepared by the hearing officer concluding only as to whether or not the alleged conduct occurred and if discipline is or is not warranted in the matter. Copies of the report shall immediately be provided to the Recorder, the Union and the employee. The Recorder, based upon the hearing officer's report, will then determine what discipline, if any is appropriate. The Union may appeal the Recorder's decision directly to Step 2 of the grievance procedure.

#### Discipline

Section 13.6 Except in cases where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive and uniform manner. Progressive discipline for related offenses shall be in the order noted below:

- A. Oral Reprimand Oral reprimands shall be reduced to writing and placed in the employee's personnel file, with copies sent to the Union and the employee.
- B. Written Reprimand Reduced to writing and placed in the employee's personnel file with copies to the Union and the employee.
- C. Suspensions Notice of suspensions, complete with the reason for such suspension, shall be in writing with copies to the Union and the employee.
- D. Termination Notice of Termination, complete with the reason for such termination, shall be in writing with copies to the Union and the employee.

Section 13.7 Should the alleged offense be of such a serious nature as to warrant the immediate

removal of an employee from the Employer's premises, the employee shall be placed on administrative leave without pay until such time as a pre-disciplinary conference can be held and until any discipline is decided. **An employee may use any and all accrued leave (i.e. sick, vacation, comp time, personal days, etc.) to cover a period during which he is placed on administrative leave. If the employee is fully or partially exonerated of the Employer's charges, the employee shall be made whole. (Example: An employee uses accrued time to cover a ten (10) day administrative leave. Ultimately, the punishment warranted is determined to be three (3) days. Seven days accrued leave will be given back to the employee).**

Section 13.8 In the event of a suspension, discharge or the removal of an employee as outlined in Section 14.7 above, the employee shall have the right to have his/her steward or other union representative present, who shall receive paid time off for that purpose. The employee shall be permitted to discuss the suspension, discharge or administrative leave with the representative in a private area made available by the Employer before he/she is required to leave the premises. An employee who is suspended, discharged or placed on administrative leave shall be given written notice, with a copy to the Union, stating the reason for the action. The Employer shall not discipline or discharge any employee except for just and proper cause.

Section 13.9 Reprimands and other disciplinary actions taken by the Employer shall be placed in the appropriate employee's personnel file. Provided there is no intervening related discipline, all written material associated with disciplinary actions shall cease to have any force or effect for any subsequent discipline and may not be used as evidence in any hearing regarding any subsequent discipline, in accordance with the following schedule:

Oral Reprimands and Written Reprimands	Twelve (12) months from the effective date of discipline
Suspensions	Twenty four (24) months from the effective date of discipline

#### Article 14 - Personnel Files

Section 14.1 Personnel Files It is recognized the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer. However, every employee shall have the right to review his/her personnel file during business hours. Any employee may review his personnel file by notifying the Recorder or the designee responsible for the keeping of the files twenty four (24) hours in advance.

If any employee is involved in a dispute regarding which matters in his/her personnel file may be material, any AFSCME representative shall also be granted access to the employee's file at time

where access is authorized, in writing, in advance by the employee. The written authorization shall specify "medical records" if the authorization so intends.

Section 14.2 Inaccuracies If, upon examination of the personnel file, the employee believes there are inaccuracies in those documents, the employee may submit a written memorandum to the Recorder explaining the alleged inaccuracy. If, upon investigation, the Recorder sustains the allegation, he/she shall do one of the following:

- a) Attach employee's memoranda to the material in question and filed with it, and the Recorder shall note concurrence thereon; or
- b) The Recorder, in accordance with the appropriate statutes, shall correct the inaccurate material in the personnel file if she/he feels the inaccuracies warrant such action.

Section 14.3 Clarification Any material placed in an employee's file may be reviewed by the employee. If any material is not inaccurate, but the employee feels that clarification is necessary, he/she may submit to the Recorder a written statement of clarification of the circumstances surrounding the material. Such memoranda shall not contain derogatory or scurrilous matter regarding the Employer or any other employee. The Recorder will immediately arrange to have such memoranda attached to the material to which it is directed and placed in the employee's personnel file.

Except as otherwise provided in this Article and except for the Recorder or his/her designee, such files shall not be available for review by anyone without prior written notice to the employee whose file or information is requested. Further, no information in an employee's personnel file will be shared with anyone outside the authority of the Recorder except for the name, place of employment, date of employment and job classification without prior written notice to the employee.

Section 14.4 Reprimands shall cease to have force and effect in accordance with Article 13, Section 13.9 above, provided that no related disciplinary action occurs in the intervening period.

#### Article 15 - Hours of Work

Section 15.1 Work Week The normal work week shall consist of five (5) consecutive eight (8) hour days normally commencing Monday at 8:30 a.m. and ending on the next following Friday at 4:30 p.m.

Section 15.2 Work Day The normal work day shall be eight (8) consecutive hours, inclusive

of a one (1) hour paid lunch period in accordance with the policy attached as Appendix "D". The day shall normally commence at 8:30 a.m. each work day and end at 4:30 p.m. each work day.

Any changes in starting and/or quitting times shall be for operational reasons and shall not be arbitrary or capricious. Proposed changes to starting and quitting times shall first be discussed with the Union thirty (30) days before implementation.

Section 15.3 Breaks There shall be two (2) non-cumulative fifteen (15) minute breaks during the normal work day in accordance with the attached policy. Breaks shall be scheduled by the supervisor at, or as near to, the midpoint of each half day as is operationally practicable and so as not to disrupt service.

## Article 16 - Overtime

Section 16.1 The Employer shall be the sole judge of the necessity for overtime work. The Employer will make every attempt to distribute overtime work in a fair and equitable manner. Overtime opportunities will be offered to employees in accordance with their seniority on a rotating basis, most senior employee first, and then in descending order of seniority to all qualified employees of the bargaining unit, until the overtime assignment is sufficiently staffed.

Overtime opportunities may be initially refused, however in the event an insufficient number of qualified employees voluntarily accept the assignment, the Employer may assign the work in

inverse order of seniority (least senior first) until the assignment is adequately staffed to perform the work.

Equalization Overtime opportunities shall be equalized to as great an extent as possible. Employees who refuse an overtime assignment or are unavailable for the assignment for any reason shall, for the purposes of equalization only, be credited with the number of overtime hours worked as if they had accepted the assignment. An up-to-date overtime roster shall be kept by the Employer and displayed in a prominent place. The roster shall include the name of each employee and the number of hours worked by or charged to each employee.

### Section 16.2

A) For the purposes of overtime payment, overtime shall be defined in two categories:

- 1) Scheduled Overtime: Scheduled overtime shall require a minimum of twelve (12) Hours advanced notice. Employees who are scheduled to work overtime in accordance with this Article shall be required to actually work forty (40) hours during the week in which the overtime is worked in order to qualify for premium pay under this Article. Except that lunch periods, pre-approved leaves, breaks, etc. shall be considered as hours actually worked.
- 2) Incidental Overtime: Incidental overtime is defined as that overtime worked in

excess of forty (40) hours in a week or eight (8) hours in a day which the Employer does not provide the notification outlined in #1 above.

Section 16.3 All employees of the bargaining unit shall receive one and one-half (1 ½) times their hourly rate for all hours in pay status in excess of eight (8) hours in one day as outlined in Section 15.2 above. It is not the intent of this Section 16.3 to allow the “pyramiding” of overtime payments.

Section 16.4 Call Out Pay Call outs are defined as an employee’s recall to work after he/she has clocked out for the day and left the Employer’s premises. Minimum pay for call outs shall be according to the following schedule:

- |    |  |   |
|----|--|---|
| a) | Up to two (2) hours after leaving work     | Two (2) hours at one and one half (1 ½) times the hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater.  |
| b) | More than two (2) hours after leaving work | Four (4) hours at one and one half (1 ½) times the hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater. |

Section 16.5 Meal Periods If an employee is required to work more than two (2) hours beyond the normal quitting time, the employee shall be entitled to a paid meal period not to exceed one (1) hour in duration. The meal period shall be at the end of the first two (2) hour period or as near to as is practicable and the process shall be repeated every five (5) hours subsequent to the initial two (2) hour period. Employees who are called out to work after their normal quitting time shall, at the end of each five (5) hour period be entitled to a paid meal period, not to exceed one (1) hour in duration.

Section 16.6 Compensatory Time Employees of the bargaining unit may, at their option, elect to receive compensatory time off in lieu of monetary compensation for overtime hours earned. Compensatory time shall be earned and credited at the appropriate overtime rates listed in this Article. Compensatory time may accumulate to a maximum of sixty (60) hours. Any overtime in excess of the maximum will automatically be paid in cash.

Use of compensatory time shall be at the discretion of the employee. Employees wishing to use compensatory time shall, whenever possible, give the Employer one (1) day advance notice prior to the use of time and the Employer shall not unreasonably deny the use of such time by the employee. Nothing in this Article shall preclude the employee from using compensatory time for a personal emergency, and such use shall not require advance notice.

Emergency use of compensatory time of less than eight (8) hours may be granted prior to the start of the work day, however any "late start" shall be counted toward occurrences as outlined in Section 18.15 below.

### Article 17 - Vacancies and Promotions

Section 17.1 When the Employer determines that a vacancy exists or whenever a new classification is created within the bargaining unit, the Employer shall post notice of such vacancy on the bulletin board provided for the Union, for a period of seven (7) consecutive working days. Bargaining unit employees (**including those on layoff**) wishing to be considered for the position shall file a written application with the Recorder or designee by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification, and the date the application was submitted to the Employer. All applications shall be date/time stamped by the Employer and a copy of all applications and job postings shall be provided to the Union by the end of the posting period. The Employer will ensure all other offices in the County (**including all elected officials and department heads**) and the secretary of each AFSCME local receive notice of job vacancies and additionally that a copy of all notices of vacancy within other County offices or departments are posted in the Recorder's Office. **If the Employer conducts interviews as part of the promotion decision making process, every applicant shall be asked the same questions. The steward or another representative of the Union (appointed by the Chapter Chair) shall be present during each interview.**

Section 17.2 Within ten (10) days of the close of the posting period all timely filed applications will be reviewed and the position will be awarded to the most senior qualified employee as established by the job description for the position.

Section 17.3 Employees of the bargaining unit awarded a job pursuant to the provisions of this Article 17 shall be given sixty (60) working days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their previous position without loss of seniority or benefit. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision than is required by other qualified employees in the same classification. **Promoted employees shall be placed immediately at the step of the new classification which matches their total years of service with any employer of Trumbull County (in any classification/s). Employees who have had a break in their Trumbull County service shall receive credit for all time working for any employer of Trumbull County, but not for the period of the break. Any employee whose step in a classification currently does not match their total years of service with all employers of Trumbull County shall be moved to their now appropriate step on the effective date of this contract; such employees shall not receive additional pay from this increase for any period before the effective date of this contract.**

Section 17.5 Temporary Assignments Temporary vacancies created by vacation, sick

leave, worker's compensation leave or any other authorized leave of absence shall be filled in accordance with Section 17.2 above. Employees awarded a temporary job assignment or assigned to work out of their classification for four (4) hours or more shall be paid the prevailing rate of that classification if that rate is higher or the rate for their normal classification if assigned to a lower paid classification.

#### Article 18 - Sick Leave/Personal Leave

Section 18.1 Crediting of Sick Leave Sick leave credits shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status including paid vacation and paid sick leave or personal leave. Part-time, seasonal and intermittent workers shall be credited with sick leave in the same manner. Unused sick leave shall accumulate without limit.

Section 18.2 Expiration of Sick Leave If an illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave, unpaid personal leave or sick leave without pay.

Section 18.3 Charging of Sick Leave Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for the days upon which he/she would otherwise been scheduled to work. Sick leave payment shall not exceed normally scheduled work day or work earnings.

#### Section 18.4 Uses of Sick Leave

- A. Upon approval of the Employer, sick leave shall be granted for the following reasons:
- a. Illness or injury of the employee or a member of the employee's immediate family.
  - b. Death of a member of the employee's immediate family. In the instance of bereavement, sick leave usage shall be limited to a maximum of five (5) working days. Three (3) days of this bereavement amount shall be paid but not charged against an employee's accumulated sick leave. In the case of the death of an employee's spouse, child, mother or father, the employee shall be entitled to an additional five (5) days leave. Such additional leave shall be paid or unpaid and any paid portion of the additional leave shall be deducted from the employee's accumulated paid leave. (e.g. sick leave, vacation leave, personal leave, compensatory time, etc.)
  - c. Medical, dental or optical examination or treatments of the employee or member of the employee's immediate family, which requires the presence of the employee.

d. If a member of the employee's 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 in the workplace would jeopardize the health of other employees.

e. Pregnancy, childbirth, adoption or other conditions related thereto.

B. Definition of Immediate Family For the purposes of this Agreement "immediate family" is defined as an employee's 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, legal guardian, **foster parent**, or other person who stands in place of a parent (en loco parentis) or a person for which the employee stands as legal guardian or in place of a parent (en loco parentis). **For the purpose of bereavement leave only, "immediate family" also shall include nieces, nephews, aunts, and uncles.**

Section 18.5 Evidence of Sick Leave Usage The Employer may require an employee to furnish a standard written, signed statement (sick leave form) 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 may be cause for disciplinary action.

Section 18.6 Notification by the Employee When an employee is unable to work, he shall notify his immediate supervisor or other designated person **or use another procedure established by the Employer (e.g. call off line, answering machine, voice mail) at least one (1) hour** prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the supervisor has received a written notice of an extended or continuing absence or the employee has specified a "return to work date" on the first day of absence.

Section 18.7 Abuse of Sick Leave Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action against the employee and/or refund of any benefit paid.

Section 18.8 Physician Statement If medical attention is required, the Employer may require the employee to furnish a statement from licensed physician stating the employee was unable to perform his/her duties. Should sick leave be required for the care of a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the family member.

Section 18.9 Family and Medical Leave Pursuant to the Family and Medical Leave Act of 1993 (hereinafter referred to as "Family Leave"), employees who have worked for a minimum of twelve (12) months and a minimum of twelve hundred fifty (1250) hours over the previous twelve (12) month period, may be eligible for up to twelve (12) weeks of unpaid leave. The leave may be granted for one of the following reasons:

- a. Birth and/or care of a newborn child, or placement for adoption or foster care if such leave occurs within twelve (12) months of the birth or placement.
- b. To care for the employee's family member (spouse, sibling[s], child[ren], parents[in-law], guardian or an individual who stands in loco parentis or an individual for whom the employee stands en loco parentis) who has a serious health condition (illness, injury, impairment, or physical or mental condition which requires either inpatient care or continuing treatment by a Certified Health Care Provider and for a period of more than three [3] work days).
- c. For a serious health condition which makes the employee unable to perform the duties of his/her job.

A request for Family Leave, along with appropriate medical certification when requested for a serious health condition, should be submitted thirty (30) days in advance when the need for the leave is foreseeable or with as much advance notice as is possible when the need for leave is not foreseeable. When the leave is granted for personal illness or injury a medical certificate verifying the employee's fitness to return to work must be submitted prior to the employee's return to work.

**When requesting leave under the FMLA, employees must use paid leave (i.e. sick, vacation, personal days, comp time, bonus attendance days) concurrently with the approved time off prior to requesting leave without pay. However, employees may, at their option, retain forty (40) hours of accrued leave.**

**If the Employer believes the use of intermittent leave is inappropriate, and has notified the employee in writing, the Employer may require a medical practitioner's excuse for each period of intermittent leave. When documentation is required, it shall be presented either prior to the use of or immediately upon return to work. This will be reviewed annually.**

**In determining inappropriate use of Family Leave, an employee's overall attendance may be a consideration for determining abuse. The employee must have been previously disciplined for absenteeism.**

The combined paid and unpaid leave will constitute time counted in tracking the Family Leave. If the employee is not released to return to work from a serious health condition at the end of the twelve (12) weeks of Family Leave, the employee may request additional leave which shall be granted at the discretion of the Recorder and in a manner which is consistent with the policies and practices of the Employer.

The Employer may require medical evaluations (second and/or third opinions), at the Employer's

expense, to support the employee's request for extended leave and/or a Fitness for Duty Report to return to work where applicable.

The Employer shall continue an eligible employee's health coverage under the Employer's group health plan for the duration of an approved Family Leave for up to twelve (12) weeks.

If the employee fails to return to work following Family Leave, the Employer will notify the employee of the applicable options for continued health care coverage under COBRA.

Failure to return from Family Leave and any subsequent Employer approved leave shall cause the employee to be responsible for the total health plan costs paid by the Employer, except where the failure to return is due to a serious health condition or if the circumstances are beyond the employee's control.

Family Leave need not be for twelve (12) consecutive weeks, but in no case shall Family Leave exceed twelve (12) weeks in any twelve (12) month period. For the purposes of this Article a twelve month period is calculated from the date of the commencement of leave.

Employees returning from approved Family Leave or from any other approved leave will be returned to their previous position, or to a similar position with equivalent pay and benefits if the position no longer exists, or unless a reasonable accommodation is requested and granted consistent with the provisions of the Americans with Disabilities Act (ADA) as outlined in Article 4, Section 4.4 of this Agreement.

**A committee will be created, comprised of two union members and two management employees, who shall be charged with educating and training both labor and management concerning FMLA issues.**

Section 18.10 Physical Examination The Employer may require an employee to be examined by a licensed physician in order to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of the examination shall be paid by the Employer. Should the employee be found unfit for duty, the employee may request to be examined by a physician of the employee's own choice and at the cost of the employee. Should the opinions of the two examinations conflict, a third examination will be conducted by a physician mutually selected by the Union and the Employer and the opinion of the third examination shall prevail. The cost of the third examination shall be equally shared by the employee and the Employer.

If, based upon all medical evidence available, the Employer determines the employee is not physically or mentally qualified to perform the duties of the employee's position, the employee may be placed on a disability leave, or on paid sick leave or on an unpaid sick leave of absence until such time as the employee is found to be qualified to perform or until the employee is found to qualify for disability separation or retirement.

Section 18.11 Credit for Previous Public Service The previous accumulated sick leave of an employee who has been terminated from the public service shall be placed to his/her credit upon re-employment in the public service, provided that the employee has not received compensation for the unused sick leave at the time of separation from the previous service, and further provided that the re-employment takes place within ten (10) years of the date on which the employee was terminated from the previous service.

Section 18.12 The Employer shall notify each employee of their total accumulated sick leave credits every two (2) weeks.

Section 18.13 Personal Leave Employees covered by this agreement shall be entitled to two (2) days of personal leave per calendar year. Such leave shall be separate and apart from an employee's accumulated sick leave. Personal leave is non-cumulative and must be used prior to the end of each calendar year. Employees shall submit a written request to his/her immediate supervisor at least forty-eight (48) hours in advance of the date of such leave. One (1) day of personal leave may be used in increments of four (4) hours and the second day may not be used in increments of less than eight (8) hours. The granting of personal leave is subject to the staffing and workload requirements of the Employer. In the event two or more employees request the same time period for leave, the leave will be granted on the basis of seniority (most senior first). Should an employee be denied the use of personal leave, and be unable to use any or all of the personal leave entitlement during the calendar year due to the staffing and work requirements of the Employer, the employee shall be compensated for those hours as pay at the employee's regular rate of pay on the last pay check of the calendar year.

Section 18.14 Restricted Duty The Employer and employees have the right to offer or request restricted duty for those employees who qualify for such duty. The duties assigned shall be within the confines of the employees job description and shall be limited to those duties which a physician agrees are within the employee's physical capabilities to perform based upon the employee's job description. Determination of these capabilities shall be as in Section 18.10 of this Article.

Section 18.15 The purpose of this Article is to establish an effective and uniform policy to control absenteeism and tardiness. Tardiness and absences are treated separately and employees shall be subject to progressive discipline for unacceptable attendance including patterned absence, excessive use of sick leave and tardiness as outlined below.

A) Attendance

Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Such discipline shall be of a corrective and progressive nature and shall be enforced as follows:

Step 1 Oral Counseling - in the presence of a union representative, a notation of such

counseling shall be placed in the employee's personnel file for twelve (12) months and shall cease to have force and effect at the end of such twelve (12) month period provided there is no intervening discipline.

Step 2 Written Reprimand - in the presence of a union representative, a notation of such counseling shall be placed in the employee's personnel file for eighteen (18) months and shall cease to have force and effect at the end of such eighteen (18) month period provided there is no intervening discipline.

Step 3 Three (3) day suspension without pay.

Step 4 Ten (10) day suspension without pay.

Step 5 Termination.

Except as noted above, all disciplinary actions contained in this Article shall hold force and effect in accordance with Article 13 of the Collective Bargaining Agreement.

For the purpose of this Article, excessive use of sick leave shall be defined as six (6) unrelated single day absences in a six month period. Related occurrences of single day absences (e.g. continuing therapy, long term dental procedures, etc.) shall not constitute a basis for discipline. Patterned absence is defined as any trend or pattern of an attendance problem that has developed over a period of two (2) months or more.

B) Medical Excuse Required

Employees who are absent for more than three (3) consecutive days are required to provide a medical excuse for such absences.

C) Six instances of tardiness in a six (6) month period (late starts excluding the grace period) shall result in disciplinary action as outlined in A above. **Employees shall receive two (2) six (6) minute grace periods from January 1 through June 30 and two (2) six (6) minute grace periods from July 1 through December 31. Employees will not be compensated for late time.**

Personal Day Attendance Credit Commencing **on the date of execution of this Agreement**, any employee having worked a full calendar quarter with perfect attendance (i.e. no tardiness, early quits, use of sick leave, emergency vacation, emergency comp time **injury leave** or any other unexcused absences) shall be granted one (1) additional personal day with pay. Days off awarded under this Article must be utilized within forty-five (45) days from the date awarded, pending scheduling approval of the employee's supervisor. If due to scheduling difficulties the use of the additional personal day cannot be used within the forty-five (45) day period, the time shall be extended. Personal days earned as an attendance award shall not be deducted from an employee's accrued sick leave. Use of scheduled vacation days, personal days scheduled

compensatory time, jury duty, bereavement leave, military leave, union leave, FMLA, shall not affect the employee's ability to earn this incentive.

Failure to "clock in" and not provide a time edit sheet shall be considered as a late start for the purpose of this incentive.

Calendar quarters are defined as January 1 - March 31; April 1 - June 30; July 1 - September 30 and October 1 - December 31.

Newly hired employees must work an entire quarter to qualify for the incentive.

\*Subject to FMLA regulations which define a "serious illness or injury."

Section 18.16 Donation of Paid Leave Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of this leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious illness or injury of the employee or a member of the employee's immediate family as defined in this Article 18.

1. An employee may receive donated leave up to the number of hours the employee is normally scheduled to work in each pay period provided that the employee who is to receive the donated leave:
  - a. (Or a member of the employee's immediate family) has a serious illness or injury;
  - b. Has no accrued leave or has not been approved to receive other state or federal government paid benefits; and
  - c. Has applied for any paid leave, workers' compensation or benefits program for which the employee is eligible. Employees who have applied for these benefits may use donated leave to satisfy any waiting period for such benefits where applicable and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program. (e.g. fifty-six hours per pay period may be used by an employee who has satisfied the disability waiting period and is pending approval; this amount is equal to the seventy percent (70%) provided by disability).
2. Employees may donate leave if the donating employee:
  - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
  - b. Donates a minimum of eight (8) hours;

- c. Retains a combined leave balance of at least one hundred and twenty (120) hours. Leaves shall be donated in the same manner in which it would otherwise be used.
3. The Leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled any benefits that they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used if necessary, in the following pay period before any additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted to a cash benefit.
4. Employees who wish to donate leave shall certify:
  - A. The name of the employee for whom the donated leave is intended;
  - B. The type of leave and the number of hours to be donated;
  - C. That the employee will have a minimum combined leave balance of one hundred twenty (120) hours; and
  - D. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
5. The Employer and the Union shall ensure that no employees are forced or coerced to donate leave. The Employer shall respect an employee's right to privacy, however the Employer may, with the permission of the affected employee or a member of the employee's immediate family, inform employees of their co-workers' critical need for leave. The Employer shall not directly solicit leave donations from employees and the donation of leave shall occur on a strictly volunteer basis.
6. Except in the case of determining eligibility to participate, and other applicable sections of this Article, disputes or claims of bias or prejudice between or among employees in donating leave shall be the sole provence of the Union and its members. The employee(s) shall have no appeal under the Grievance Procedure or civil remedies that involve the Employer.
7. Except as outlined in 6 above, no employee shall have any claim of bias, discrimination or prejudice against the Union, its members or agent. It is understood that the donation of paid leave is a personal, voluntary and individual choice of the donor and the employee requesting such leave shall have no cause of action against any employee or their representatives for the denial of donation.

**Section 18.17 Personal Leave Two days of accumulated sick leave per contract year may**

be used as personal days provided a sick balance of eighty (80) hours remains after use.

#### Article 19 - Injury/Illness on Duty

Section 19.1 In the event an employee becomes disabled due to an illness or injury while working for the Employer, and the illness or injury resulted from the discharge of the duties for which the employee would be entitled to receive temporary total disability benefits from the Bureau of Worker's Compensation, the employee shall continue to receive his/her full regular pay (remain on the payroll) for a period of up to one (1) year. During this period the employee shall forward any and all temporary total wage benefits acquired from the Ohio Bureau of Worker's Compensation to the Employer in accordance with the procedures outlined in this Article 19.

Section 19.2 To apply for benefits as outlined in Section 19.1 of this Article, written application must be made to the Employer or designee within fifteen (15) days of the commencement of the leave. The application must be accompanied by a certificate from a registered health care provider stating the employee is unable to work and that the disability is the result of and/or is concerned with the duties of the employee. It is the duty of the Employer or designee to approve or disapprove the application based upon the medical documentation provided by the employee and in doing so may require the employee to be examined by a physician of the Employer's choosing in accordance with the procedures outlined in Article 18, Section 18.10 above.

Before any employee makes application for benefits under this Article he/she shall first make application for benefits from any Worker's Compensation fund to which the Employer contributes. **If an employee is injured during the course of employment with the County, the injured employee, or if the employee is incapacitated, anyone with knowledge of the incident must notify a supervisor or Department Head within forty-eight (48) hours from the time of injury. For example, if the incident occurs on Friday at 1:00 p.m., the notification must be before 1:00 p.m. on Sunday. If the employee is unable to speak to a supervisor or Department Head, the incident may be reported on the Call-in line or voicemail. An injury report, developed by the County Human Resources Department must be completed. Such a report shall be given to the Department Head and forwarded to the County Human Resources Department. If an injury claim is not reported within the time frame, the employee must use sick time for the total time not reported.**

Section 19.3 Employees meeting the requirements as set forth in Sections 19.1 and 19.2 above shall continue to receive their full regular wage and benefits as outlined above pending the determination of their claim by the Bureau of Worker's Compensation and the Industrial Commission of Ohio. In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of the State of Ohio the employee shall be charged with all lost time against his accumulated sick leave or vacation time unless the decision is overturned by a court of competent jurisdiction. Should an employee not have sufficient sick

leave or vacation time to cover either all or part of the time off, up to and including the date the claim was disallowed, then any moneys paid to the employee by the Employer under this Article shall be repaid in a reasonable and expeditious manner at a rate to be determined by and mutually agreeable to the parties.

## Article 20 - Leaves of Absence

Section 20.1 The Employer may grant to employees of the bargaining unit the following types of leaves of absence: service connected injury; unpaid sick leave; disability; educational; maternity; paternity; military; jury duty; or personal. A leave of absence shall be requested and authorized on a form provided by the Employer.

Section 20.2 Upon completion of any leave of absence, the employee shall be return to the position he/she formerly occupied or to a similar position if the employee's former position no longer exists.

Section 20.3 If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for that purpose, the Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee.

### Section 20.4 General Leave Provisions

- A. All unpaid leaves of absence (and any extensions thereof) must be applied for in writing on forms provided by the Employer. Leaves of absence shall be granted or denied by the Employer in writing within three (3) working days of the submission of the request for leave.
- B. Unless otherwise provided, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Employer.
- C. When an employee returns to work after any leave of absence, he/she will be assigned to the position which he/she formerly occupied or to a position of like pay or stature if that position no longer exists.
- D. For the purposes of ascertaining employee seniority, service time, classification seniority and departmental seniority, an employee shall be given credit for any periods of time during which he/she was rightfully on any of the leaves provided by this Agreement.

### Section 20.5 Jury Duty/Witness Leave

- A. Bargaining unit employees summoned for jury duty or subpoenaed as witnesses

shall be granted a paid leave of absence for the period of such service. Employees will be compensated for the difference between the employee's regular pay and any compensation paid for such services or the employee's regular rate of pay if the employee forwards any pay for such services to the Employer. Employees shall provide a copy of the summons or subpoena to the Employer when requesting such leave and all leaves shall be granted and commence on the date of appearance noted on the summons or subpoena. Employees will notify the Employer upon the completion of the jury duty or witness obligation.

- B. Employees must present the Employer with verification of the amount of compensation paid for such duty in order to qualify for payment as outlined in "A" above.
- C. On days when an employee is released early from their jury duty obligation, he/she shall report for work and complete the regularly assigned shift, provided at least four (4) hours remain in the work day.
- D. Employees appearing before a court or other legally constituted body in a matter in which he/she is a party may use vacation leave, personal leave, compensatory time or be granted an unpaid leave of absence for the period of time necessary. Such instances include, but are not limited to, criminal or civil matters, traffic court, divorce proceedings, custody issues, or appearing as directed as a parent or guardian of a juvenile.

#### Section 20.6 Military Leave

- A. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay or benefit for such time as they are in the military service on field training or for periods of active duty not exceeding a total of thirty-one (31) calendar days in one (1) calendar year.
- B. Employees are required to submit to the Employer, an order or statement from the appropriate military commander as evidence of such duty. Upon submission of military pay vouchers documenting all wages and salaries earned on such leave, the Employer shall reimburse the employee the difference between the military compensation and the regular straight time wages of the employee for the time in question. The maximum number of hours for which payment may be made is one hundred seventy-six (176) hours in any one calendar year. Nothing in this Article shall require that the service be in one continuous period of time.
- C. Employees who have completed their initial probation period will be granted a

leave of absence without pay to enter or be inducted into military service. An appointment may be made to fill a vacancy created when an employee enters military service. If the person filling such vacancy also enters military service, he/she may be reinstated to the position only if the first employee (original incumbent) fails to apply for reinstatement within ninety (90) days of discharge or makes a written waiver of all rights to the position. Employees who re-enlist while on active duty, or commissioned officers who voluntarily enter into extended active duty beyond that required upon accepting a commission are not eligible for reinstatement.

- D. 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 the authorized paid military leave for the year. The leave will be for the duration of the emergency.
- E. A veteran separated or discharged under honorable conditions must make application for re-employment to his/her former position within ninety (90) days of the date of release from military service or within ninety (90) days after release from hospitalization due to an in-service related illness or injury which has not exceeded a period of more than one (1) year.
- F. Procedures for Reinstatement
  - 1. An application for reinstatement must be accompanied by a photostatic copy of the veteran's discharge or certificate of service;
  - 2. The veteran must be physically qualified to perform the duties of the position as outlined in the applicable job description. When 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 commiserate with his/her physical condition;
  - 3. Reinstatement must be accomplished within thirty (30) days of date upon which the Employer received the application for reinstatement;
  - 4. Upon reinstatement the veteran shall be entitled to all salary, benefits and other advancements accruing to the position during military absence as follows:
    - a. Sick Leave That amount of time which had been accumulated but not used or paid at which had been accumulated at the time of entering military service;

- b. Vacation Leave That amount the time of entering military service. Time spent in military service will be counted in determining the employee's length of service, but no vacation credit, other than noted above, will be accumulated during the time spent on military leave;
- c. Automatic salary adjustments;
- d. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

### Article 21 - Holidays

Section 21.1 Employees of the bargaining unit shall be entitled to the following paid holidays:

New Year's Day (1<sup>st</sup> Day of January)  
Martin Luther King Day (3<sup>rd</sup> Monday of January)  
President's Day (3<sup>rd</sup> of February)  
Memorial Day (May 30<sup>th</sup> or as observed)  
Independence Day (July 4<sup>th</sup>)  
Labor Day (1<sup>st</sup> Monday of September)  
Columbus Day (2<sup>nd</sup> Monday of October)  
Veteran's Day (11<sup>th</sup> day of November)  
Thanksgiving Day (4<sup>th</sup> Thursday of November)  
Day following Thanksgiving Day  
Christmas Eve Day (24<sup>th</sup> day of December)  
Christmas Day (25<sup>th</sup> day of December)  
New Year's Eve (½ day of 31<sup>st</sup> day of December)

Section 21.2 In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 21.3 Employees shall be paid for eight (8) hours at the regular rate of pay for each of the holidays listed in Section 21.1 above when no work is performed on such holiday, provided that the employee is in active pay status on his/her last scheduled day prior to and the first scheduled day following the holiday. For the purposes of this Section 21.3 "active pay status" shall not include sick leave unless the leave is of three (3) or more working days in duration prior to and/or following the holiday, or the use of sick leave is of an emergency nature requiring medical attention given to the employee or a member of the employee's immediate family. Use of such sick leave must be supported by appropriate medical documentation to qualify for the

holiday pay.

Section 21.4 Any work performed by an employee on any of the days listed in Section 1 shall be compensated at the rate of two (2) times the employee's straight time hourly rate in addition to the holiday pay provided in Section 21.3 of this Article.

#### Article 22 - Hospitalization/Health Care Benefits

- A. Health Insurance Fringes. The Employer shall continue to pay the full cost of all hospitalization, vision care program, drug prescription plan, dental care plan for all employees during the term of this contract at the level of benefits presently in effect or greater except for the following changes. Newly hired employees shall not be entitled to hospitalization benefits **or the Ohio AFSCME Care Plan benefits** until the **first day of the month after** completion of sixty (60) calendar days of **employment**. **The Employer shall pay the full cost of all Ohio AFSCME Care Plan Benefits.**

Annual "up front" deductibles shall be \$200.00 single subscribers and \$400.00 family subscribers.

The Annual "maximum out of pocket" expense for each employee shall be \$600.00 for single subscribers and \$1200.00 for family subscribers.

Hospitalization and Physician Network (Preferred Provider Organization [PPO]) to include 80%/20% co-insurance with maximum annual "out of pocket" expense to be \$600.00 for single subscribers and \$1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.

Prescription Drugs Effective 8/1/2003, employees of the bargaining unit shall be covered by the Ohio AFSCME Care Plan Prescription Drug Plan in accordance with Section F of this Article 22. Should any employee or covered individual exceed the maximum allowable benefit provided by the Care Plan, the affected employee shall, at the earliest opportunity and with evidence of reaching Plan maximums, be placed on the County's normal prescription drug plan until the beginning of the next benefit year of the Care Plan. Until such time as the employee can be placed on the County Plan, the Employer agrees to reimburse the affected employee the net amount of any Plan overruns. (i.e. 90% of the cost of the prescription(s)).

**1. Effective July 1, 2007 and for the duration of this agreement, prescription drug co-pays for the County's normal prescription drug plan shall be:**

**Retail: \$10.00 generic; \$25.00 brand name formulary; \$50.00 brand name non-formulary**

**Mail Order (3 months supply): \$20.00 generic; \$50.00 brand name formulary; \$100.00 brand name non-formulary**

Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventative Care

Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out of pocket" maximums listed in C above.

Schedule of Benefits/Maintenance of Standards To as great an extent as possible, the level of benefits shall remain as per the current plan design (i.e. 8/1/01). The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefits levels shall occur without first meeting with the Union and in accordance with Section 4C of this Article 22. **Coverage under Aetna shall be limited to those employees and their dependents currently enrolled in Aetna. Effective January 1, 2009, Aetna coverage will terminate and employees and their dependents who had that coverage will then choose coverage under any other plan offered by the County.**

Effective **no earlier than July 1, 2007**, the employee share of health care premiums shall be ten percent (10%) of the total premium of the plan in which the employee is enrolled, except that **this cost will not include the administrative fee charged by any third party or the vision, dental, hearing aid or prescription coverage, as these are covered by the AFSCME Care Plan. Where an employee or his dependents exceed the AFSCME Care Plan prescription cap, the employee's 10% premium contribution also will include the cost of the normal County prescription plan for the period the employee or his dependents are covered by that plan.**

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (½) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.

**Effective July 1, 2007, employees or their dependents who use a hospital emergency room shall pay a \$75.00 copay. This copay will be waived if the patient is admitted to the hospital.**

B. Hospitalization Any employee who has exhausted his/her accumulated sick leave, if appropriate, and vacation leave, shall have his group hospitalization insurance continued in force for a period of sixty (60) days following the exhaustion of sick leave, vacation leaves, provided that such employee is on an approved unpaid leave of absence.

C. Cost Containment and Advisory Committee There shall be formed a Cost

Containment and Advisory Committee (CCAC) whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.

Suggesting changes in coverages and plan design, but adhering to the language below.

Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall **meet monthly and shall** be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the health plans and two (2) representatives selected by the Employer. No change in plan design (e.g., co-pays, premium share, deductibles, coverages, etc.) may be proposed by either the Union(s) or Employer unless renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.

The two (2) representatives will mutually agree on a neutral third representative.

The mediators will be given wide latitude in resolving issues under this section, and may:

- iv Decide the issue solely among themselves
- v Hold a formal hearing
- vi Solicit exhibits and evidentiary materials
- vii Direct any witnesses to appear

The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.

Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

D. "Special status" employees who are receiving health care and hospitalization benefits from any publicly funded retirement system shall not be eligible for aforementioned

health insurance/hospitalization benefits.

E. Waiver of Coverage During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer. An employee who elects this option will receive a waiver payment of one hundred fifty dollars (\$150.00) per month for waiver of family plan and seventy-five dollars (\$75.00) per month for waiver of single coverage for each month of non-participation in the Plan. In the event the employee loses the alternative coverage and upon proof of cancellation, he/she shall be immediately enrolled in the Employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section E apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

**This option shall terminate for this bargaining unit no earlier than July 1, 2007. All employees in this bargaining unit who had elected to waive coverage shall be immediately re-enrolled in the County health care plan of their choice.**

F. Ohio AFSCME Care Plan For the duration of this Agreement, the Employer agrees to contribute each month to the Ohio AFSCME Care Plan the **full** amounts listed below for each bargaining unit employee for selected benefits under the Plan. These benefits and amounts are as listed:

Effective 8/1/06

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 49.00
Prescription Drug Card	\$133.00
Total Amount (8/1/06)	<u>\$189.25</u>

Effective 1/1/07

Vision Care	\$ 6.75
Hearing Care	\$ 0.50

Dental Level 3	\$ 49.00
Prescription Drug Card	\$140.00
Total Amount (1/1/07)	<u>\$196.25</u>

Effective 1/1/08

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 49.00
Prescription Drug Card	\$150.00
Total Amount (1/1/08)	\$206.25

Effective 1/1/09

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 56.00
Prescription Drug Card	\$150.00
Total Amount (1/1/09)	\$213.25

G. When an employee is laid off under the provisions of Article 12, Layoff and Recall, the Employer shall continue to pay the premiums for the hospitalization coverage based on the following schedule:

1 year seniority but less than 7 years	1 month following the month in which the layoff occurred
7 years seniority but less than 14 years	2 months following the month in which the layoff occurred
14 years seniority but less than 21 years	3 months following the month in which the layoff occurred
21 years of seniority or more	4 months following the month in which the layoff occurred

H. The Employer agrees to provide, at no cost to the employee, thirty-five thousand dollars (\$35,000) in life insurance and accidental death and disability insurance for each employee in the bargaining unit and three thousand five hundred dollars (\$3,500) paid-up life policy for each retiree.

**Section 22.1** Any employee who has exhausted sick leave and vacation leave and is on an approved leave of absence for illness, injury or pregnancy pursuant to Article 17 - Leave of Absence, of this Agreement shall receive all benefits as spelled out in Article 22 -

Hospitalization/Health Care Benefits.

Hospitalization benefits shall be paid by the Employer for the length of the absence up to one (1) year.

Article 23 - Vacations

Section 23.1 Vacation shall be granted to employees of the bargaining unit who are regularly scheduled to work a minimum of twenty-eight (28) hours per work week in accordance with the following schedule:

Upon completion of one (1) year of service	Eighty (80) hours accruing at the rate of three and one-tenth hours each bi-weekly pay period commencing on the first day of employment.
Upon completion of six (6) years of service	One hundred twenty (120) hours accruing at the rate of four and six-tenths hours each bi-weekly pay period commencing on the sixth anniversary of employment.
Upon completion of thirteen (13) years of service	One hundred sixty (160) hours accruing at the rate of six and two-tenths hours each bi-weekly pay period commencing on the thirteenth anniversary of employment.
Upon completion of twenty (20) years of service	Two hundred (200) hours accruing at the rate of seven and seven-tenths hours each bi-weekly pay period commencing on the twentieth anniversary of employment.
<b>Upon completion of twenty-seven (27) or more years of service</b>	<b>Two hundred forty (240) hours accruing at the rate of nine and two tenths (9.2) hours each bi-weekly pay period commencing on the twenty-seventh anniversary of employment.</b>

**Employees will not accrue vacation while on layoff.**

Section 23.2 Days specified as holidays in Article 21 of this Agreement shall not be charged to an employee's vacation leave.

Section 23.3 Vacations shall be scheduled and approved on the basis of seniority and based upon the operational needs of the Employer. Provided however no request for vacation shall be

unreasonably denied and a minimum of two (2) vacation requests shall be approved for any one period of time.

Section 23.4 Vacations shall be taken in the year accrued and prior to the next recurrence of the employee's anniversary date, except that an employee may accumulate and carry over from year to year a vacation accumulation equal to three (3) years of accrual.

#### Article 24 - Severance Pay

##### Section 24.1 Retirement

- H. Employees having a minimum of ten (10) years service in public employment or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, receive a lump sum payment for accumulated but unused sick leave to a maximum amount of seven hundred twenty (720) hours.
- I. Additionally, employees electing to retire under the provisions of this Section 24.1 shall receive payment for any and all accrued vacation leave to a maximum amount of three (3) years accrual at the rate as determined in Article 23 above and any and all earned longevity payments as outlined in Article 25 of this Agreement.

Section 24.2 Separation from Employment Employees separated from employment for any reason other than retirement shall, at the time of separation shall be entitled to a lump sum payment for all earned longevity amounts and all accrued but unused vacation hours to the maximum amounts outlined in Section 24.1 above.

Section 24.3 Death Benefit In the event of an employee's death the amounts of longevity payments and vacation leave outlined in Section 24.2 shall be paid to the employee's spouse or estate if there is no surviving spouse.

Section 24.4 Sick and Vacation Conversion In lieu of a portion of the maximum severance pay allowable in Article 24, Section 24.1 of this Agreement, employees who have a minimum of seventeen (17) years of service credit with PERS may request to convert the sick leave and vacation leave hours earned in each year of the three (3) years prior to retirement to paid wages.

Conversion of such leave shall be limited to a maximum of one hundred twenty (120) hours of sick leave per year and a maximum of two hundred forty (240) hours of vacation leave per year.

Sick leave hours converted in this manner shall be deducted on an hour for hour basis from the total number of severance hours outlined above.

Employees wishing to participate in this conversion shall submit a letter of intent to the Employer confirming the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and shall include twenty-six pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstance may the employee participate in this conversion program more than once during the duration of employment.

Employees may elect to convert only one (1) or two (2) years of accumulation in the same manner. The converted amounts shall be paid to the employee in each pay period of participation and the rate of compensation shall be at the employee's current hourly rate of pay.

#### Article 25 - Wages

Section 25.1 Effective June 1, 2004, the attached "County" Pay Plan will be implemented for all bargaining unit members.

Effective January 1, 2007, all steps of all wage rates contained in Appendix E of this Agreement shall be increased in the amount of three percent (3%).

Effective January 1, 2008, all steps of all wage rates contained in Appendix E of this Agreement shall be increased in the amount of three percent (3%).

Effective January 1, 2009, all steps of all wage rates contained in Appendix E of this Agreement shall be increased in the amount of three percent (3%).

If, over the duration of its contract, any other bargaining unit under the Trumbull County Commissioners receives more than nine percent (9%) in wage increases or more than nine percent (9%) PERS pickup, members of this bargaining unit shall receive an increase equal to whatever that excess is.

Section 25.7 Mileage Employees using their personal vehicles on required official business shall be reimbursed for actual miles at the **higher of the Internal Revenue Service Standard Mileage Rate or the mileage resolution passed by the Trumbull County Commissioners**. Such payment is considered to be total reimbursement for vehicle related expenses (e.g. gasoline, oil, insurance depreciation, etc.), however tolls and other expenses shall be reimbursed separately with a receipt for such expenses. Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees are eligible for mileage expense reimbursements only when travel has been authorized in advance by the Employer or designee. No expense reimbursements shall be paid for travel between the employee's home and the employee's normal work location.

Section 25.8 PERS Contribution The Employer agrees to “pick up” (that is to assume and pay on behalf of each bargaining unit employee) the Employee’s share of the PERS contribution in the amount of **nine percent (9%)** for each employee’s gross salary per pay period. This amount shall be reported and credited as the employee’s share of pension contribution and shall be in addition to the Employer’s mandated contribution to the Public Employee’s Retirement System.

Section 25.9 Longevity Pay Effective June 1, 2004, each current employee shall receive four dollars (\$4.00) per month for each year of continuous service, including all CETA and JTPA service, to be payable after five (5) years of service. This longevity pay shall be paid in accordance with the following schedules annually on or about December of each year. The initial payment is retroactive to August 1, 1993. Employees hired after January 1, 2000, shall be eligible for longevity pay at the rate of three dollars (\$3.00) per month per each year of service commencing with the fifth (5<sup>th</sup>) year of service and continuing through the tenth (10<sup>th</sup>) year of service. Upon completion of ten (10) years of service the rate will increase to four dollars (\$4.00) per month per year of service.

The above longevity rates shall be added to the base rate of pay and shall be paid on all hours in pay status in accordance with the tables below. Longevity shall not be used as a basis for any wage increase (i.e. the longevity rate shall not be added to the base rate prior to the addition of any general wage increase.

Hired prior to 1/1/2000

<u>Years</u>	<u>Hourly Rate</u>	<u>Years</u>	<u>Hourly Rate</u>	<u>Years</u>	<u>Hourly Rate</u>
5	\$0.12	21	\$0.48	37	\$0.85
6	\$0.14	22	\$0.51	38	\$0.88
7	\$0.16	23	\$0.53	39	\$0.90
8	\$0.18	24	\$0.55	40	\$0.92
9	\$0.21	25	\$0.58	41	\$0.95
10	\$0.23	26	\$0.60	42	\$0.97
11	\$0.25	27	\$0.62	43	\$0.99
12	\$0.28	28	\$0.65	44	\$1.02
13	\$0.30	29	\$0.67	45	\$1.04
14	\$0.32	30	\$0.69	46	\$1.06
15	\$0.35	31	\$0.72	47	\$1.08
16	\$0.37	32	\$0.74	48	\$1.11
17	\$0.39	33	\$0.76	49	\$1.13
18	\$0.42	34	\$0.78	50	\$1.15
19	\$0.44	35	\$0.81	51	\$1.18
20	\$0.46	36	\$0.83	52	\$1.20

Hired after to 1/1/2000

<u>Years</u>	<u>Hourly Rate</u>	<u>Years</u>	<u>Hourly Rate</u>	<u>Years</u>	<u>Hourly Rate</u>
--------------	--------------------	--------------	--------------------	--------------	--------------------

5	\$0.09	21	\$0.48	37	\$0.85
6	\$0.10	22	\$0.51	38	\$0.88
7	\$0.12	23	\$0.53	39	\$0.90
8	\$0.14	24	\$0.55	40	\$0.92
9	\$0.10	25	\$0.58	41	\$0.95
10	\$0.17	26	\$0.60	42	\$0.97
11	\$0.25	27	\$0.62	43	\$0.99
12	\$0.28	28	\$0.65	44	\$1.02
13	\$0.30	29	\$0.67	45	\$1.04
14	\$0.32	30	\$0.69	46	\$1.06
15	\$0.35	31	\$0.72	47	\$1.08
16	\$0.37	32	\$0.74	48	\$1.11
17	\$0.39	33	\$0.76	49	\$1.13
18	\$0.42	34	\$0.78	50	\$1.15
19	\$0.44	35	\$0.81	51	\$1.18
20	\$0.46	36	\$0.83	52	\$1.20

Section 25.10 New Jobs/Reclassification of Existing Jobs Whenever the Employer makes substantial changes (20% or more of the duties contained within the current job description) in a job description or when a new job is included in the bargaining unit or when the Union believes substantial changes in an existing job description have occurred, or if the Union believes the description is inaccurate, the Employer shall meet with the Union to review the job description, the classification assignment and the rate for the changed or new position.

The Employer and the Union will investigate as necessary to accurately prepare a valid job description. The department head, the Union and the incumbent employee shall provide input. A draft job description shall be prepared by the Employer and shall be submitted to the department head, the Union and the incumbent employee if applicable for review.

Following the review of the job description, the incumbent employee and the Union shall sign the draft copy acknowledging the review and concurrence with the job description.

A final updated or new description shall be submitted to the Trumbull County Personnel Director or other representative of the Employer's choosing, and the Union Staff Representative for review and the assignment of points in accordance with the point factor analysis system of Trumbull County (1/27/94). The mutually agreed upon assignment of points shall be final and binding and the position shall not be reviewed for one (1) year, unless the parties mutually agree.

If the parties cannot agree to a final assignment of points, the issue may be submitted to final and binding arbitration. The arbitrator shall be limited in review to the job description, any reports issues as the result of the investigation and the point factor analysis system agreed to by the parties. Except as listed below, such arbitration requests shall be collected and taken to one 91) arbitration hearing in October of each year. The cost of such arbitration shall be borne equally by

the parties. Any wage adjustments shall be retroactive to the date each grievance was processed to arbitration. (Date Employer is notified of the intent to arbitrate).

Based upon the points ultimately assigned, the position shall be assigned to the appropriate pay range within the pay plan. Step assignments will be based upon years of service with the County.

In exception to paragraph five (5) above, within ninety days of the signing of this Agreement and for the first year of this Agreement only, the Employer and the Union shall meet and review the job descriptions for the bargaining unit. The review and point assignment shall be in accordance with the procedures outlined in this Article except that if the parties cannot agree on the final assignment of points the issues will be submitted to the arbitrator at the first date available. Any wage adjustments shall be retroactive to the date of the signing of this Agreement.

#### Article 26 - Negotiations

Section 26.1 The parties agree that negotiations sessions shall normally be held during the regular business hours of the Employer.

Section 26.2 During the negotiation period as provided herein the Employer agrees to compensate two (2) bargaining unit representatives their regular hourly rate of pay for up to two (2) hours per work day for time spent in negotiations.

Section 26.3 Negotiations shall be conducted in accordance with the procedures outlined in Chapter 4117.14 of the Ohio Revised Code.

#### Article 27 - Severability

Section 27.1 It is the intent of the parties that this Agreement comply with all applicable law. Should a court of competent jurisdiction determine a provision of this Agreement is illegal that provision shall be automatically terminated, and the remainder of this Agreement shall continue in full force and effect.

Section 27.2 In the event a provision of this Agreement is found to be unlawful, the Employer and the Union shall meet within ten (10) calendar days of the finding for the express purpose of negotiating a lawful alternative provision. The meeting(s) will not be used for any purpose other than negotiating an alternative to the unlawful section or clause.

#### Article 28 - Labor/Management Meetings

Section 28.1 Once each quarter, unless mutually agreed otherwise, during work time on a mutually agreeable day and time, the Employer shall meet with the Union. Each party shall be allowed a maximum of three (3) representatives to discuss pending problems and to promote a more harmonious Labor/Management relationship.

Section 28.2 Agendas will be exchanged between the parties at least five (5) days in advance of the scheduled meeting. The agendas will contain a list of the matters to be taken up and the names of those representatives who will be attending. The purpose of these meetings shall be to:

- a) Discuss the administration of the Agreement;
- b) Notify the Union of changes made by the Employer which affect bargaining unit members prior to the effective date of those changes;
- c) Discuss grievances which have been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d) Consider any matter of concern to the Employer, the Union and/or its membership;
- e) Discuss ways to improve productivity and improve efficiency;
- f) To consider and discuss health and safety issues relating to employees.

Section 28.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon they shall be convened as soon as feasible.

Each committee shall be composed of three (3) representatives from each party and shall meet as often as necessary.

#### Article 29 - Zipper Clause

The parties acknowledge that during the negotiations that 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 entire understanding and agreement 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 term of this Agreement, agree that the other shall not be obligated to negotiate with respect to any decision of its effects relating to any subject matter referred to or covered by this Agreement and all prior agreements, practices and policies, either oral or written are hereby canceled. For the entire term of this Agreement, the Employer and the Union have waived any right it may have had to bargain over any subject not contained in this Agreement. Any benefit which employees have enjoyed prior to the implementation of this agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Union may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

Article 30 - Duration and Compensation

Section 30.1 This Collective Bargaining Agreement shall commence beginning 12:00 a.m. on August 1, 2009, and remain in force until 11:59 p.m. on July 31, 2010.

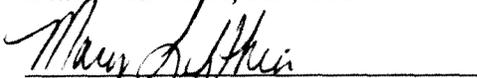
Section 30.2 The parties agree that the rate of pay for bargaining unit employees shall be in accordance with Appendix E herein. Appendix E reflects the "Trumbull County Pay Plan" with an expanded pay schedule to include additional steps at 7.5 years (2.5%), an additional 2.5% at ten (10) years and an additional 5% step at twenty-five (25) years. All classifications and pay ranges shall be subject to all steps on the new pay plan. The modified pay plan shall be effective June 1, 2004, and all employees shall be placed on the appropriate step of the new pay plan upon the aforementioned date. In addition, all employees currently in Pay Range 1 of the pay plan shall be placed at the appropriate step of Pay Range 2. Hereinafter, employees hired in Pay Range 1 shall automatically advance to Pay Range 2 after the completion of six (6) months of employment.

Each bargaining unit employee shall receive proper placement on the salary schedule contained in Appendix E for 2004. Such placement will be according to the employee's range listed in Appendix E.

For the Trumbull County Recorder

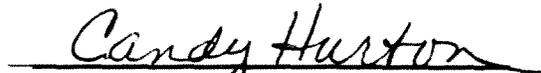


Diana Marchese, Recorder



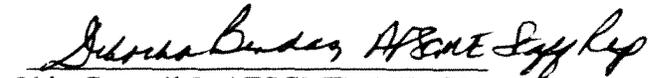
Mary Jethers, Chief Deputy

For Local 3808-AFSCME, AFL-CIO



Candy Hurton

\_\_\_\_\_  
Carl Dittmer



Ohio Council 8, AFSCME, AFL-CIO  
Deborha Bindas, Staff Representative

Date June 15, 2009

**MEMO OF UNDERSTANDING**

**Trumbull County Recorder  
And  
AFSCME Local 3808A  
And  
AFSCME Ohio Council 8, AFL-CIO**

**April 30, 2009**

**RE: Amendment to Term of Agreement**

It is hereby agreed by and between the Trumbull County Recorder, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local ~~2493~~, AFL-CIO, hereinafter referred to as the "Union" agree to the following: *3808A*

The parties agree that the current Collective Bargaining Agreement which expires on July 31, 2009 will "roll over" in its entirety for a period of one (1) year.

The new expiration date will be July 31, 2010.

All terms and conditions of the CBA shall remain in full force and effect, except for the following modification:

1. Article 35 Section F will reflect a change in the premium cost of the Dental 3 benefit from forty-nine (\$49.00) per month per member to fifty-six (\$56.00) per month per member.

For the Trumbull County Recorder

*Thina Mareless*  
*Tom M. [unclear]*

For the Union

*Candy S Hurton*  
*Debra Bender, Secy Rep.*  
*AFSCME Oc 8*

Date

*6-15-2009*



# TRUMBULL COUNTY COMMISSIONERS

160 HIGH STREET, N.W.  
WARREN, OH 44481-1093  
330-675-2451  
Fax: 330-675-2462

Commissioners  
Frank S. Fuda  
Paul E. Heltzel  
Daniel E. Polivka

Clerk  
Paulette A. Godfrey

July 27, 2011

The following action was taken by the Board of Trumbull County Commissioners on July 27, 2011, duly recorded in the Journal Volume 136, Page(s) 16094:

\*\*\*\*\*

**RE: APPROVE MEMORANDUM OF UNDERSTANDING  
BETWEEN RECORDER AND AFSCME LOCAL 3808A  
AND AFSCME OHIO COUNCIL 8, AFL-CIO FOR  
EXTENSION "ROLLOVER" OF COLLECTIVE  
BARGAINING AGREEMENT, INCLUDING WAGE FREEZE**

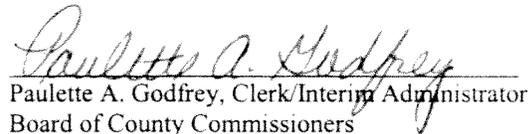
**MOTION:** Made by Mr. Heltzel, seconded by Mr. Fuda, to approve the Memorandum of Understanding by and between the TRUMBULL COUNTY RECORDER and AFSCME Local 3808A, and AFSCME Ohio Council 8, AFL-CIO for an extension "roll over" of the current Collective Bargaining Agreement for a three (3) year period commencing August 1, 2011 and ending July 31, 2014—a wage freeze is included as part of the Agreement; this action per the recommendation of James W. Keating, Director of the Trumbull County Human Resources Department.

**NOTE:** All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect including those modifications carried over from the extension/roll-over of 2009.

Yeas: Heltzel, Fuda, Polivka  
Nays: None

### CERTIFICATION

I, Paulette A. Godfrey, Clerk of the Board of County Commissioners, Trumbull County, Ohio, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trumbull County Commissioners on July 27, 2011, and is duly recorded in their Journal Volume 136, Page(s) 16094.

  
Paulette A. Godfrey, Clerk/Interim Administrator  
Board of County Commissioners

/pjk

cc: Human Resources  
County Recorder  
Local Union 3808A  
Ohio Council 8  
AFL-CIO  
County Auditor

**Tentative Agreement**

**Trumbull County Recorder  
And  
AFSCME Local 3808A  
And  
AFSCME Ohio Council 8, AFL-CIO**

**June 10, 2011**

**RE: Amendment to Term of Agreement**

It is hereby agreed by and between the Trumbull County Recorder, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3808A, AFL-CIO, hereinafter referred to as the "Union" agree to the following:

The parties agree that the current Collective Bargaining Agreement which expires on July 31, 2011 will "roll over" in its entirety for a period of three (3) years. The new expiration date will be July 31, 2014. All terms and conditions of the CBA shall remain in full force and effect including those modifications carried over from the extension/roll-over of 2009.

Therefore the parties agree that the only modification to the current collective bargaining agreement will be contained in Article 38 Duration.

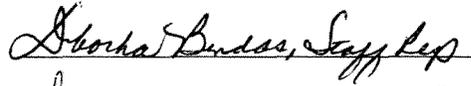
For the Trumbull County Recorder

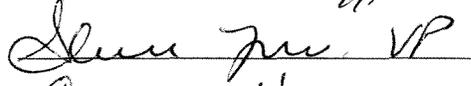


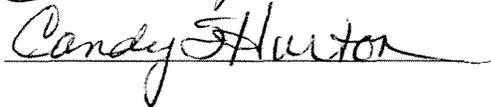


Date July 13, 2011

For the Union







APPENDIX "A"

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD



In the Matter of

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

Employee Organization,

and

Trumbull County Recorder,

Employer.

Case Number: 97-REP-04-0080

CERTIFICATION PURSUANT TO REQUEST FOR RECOGNITION

Before Chairman Pohler, Vice Chairman McGee, and Board Member Mason: May 22, 1997.

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (Employee Organization) filed a Request for Recognition as the exclusive representative of employees of the Trumbull County Recorder (Employer) in this unit:

Included: All employees of the Trumbull County Recorder's Office performing the following functions: data entry; microfilm; printing press operation; account clerk; deputy recorder.

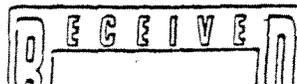
Excluded: All management level employees and supervisors as defined in the Act.

The Request is supported by proper substantial evidence and the Employer has complied with the posting requirements set forth in Ohio Revised Code (O.R.C.) § 4117.05(A)(2)(a). There have been no objections or petitions filed as provided in O.R.C. § 4117.05(A)(2)(b)(i), (ii), (iii), or (iv). Therefore, the Board certifies the Employee Organization as the exclusive representative of all employees in the unit.

It is so directed.

POHLER, Chairman; McGEE, Vice Chairman; and MASON, Board Member, concur.

  
SUE POHLER, CHAIRMAN

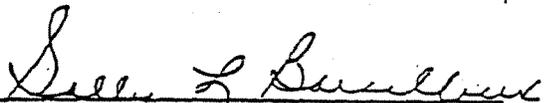


APPENDIX "A" cont'd

Certification Pursuant to Request for Recognition  
Case No. 97-REP-04-0080  
May 22, 1997  
Page 2

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 30 day of May, 1997.

  
SALLY L. BARAILLOUX  
EXECUTIVE SECRETARY

JHE/mw/S-22b/RS

RECEIVED

JUN 2 1997

OC8 LEGAL DEPT.

APPENDIX "B"



PUBLIC SECTOR AUTHORIZATION  
MEMBERSHIP AND CHECKOFF CARD  
AUTHORIZATION/MEMBERSHIP  
LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT

You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Employer \_\_\_\_\_ Classification \_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

(Revised 5/99)



APPENDIX "C"

AFSCME LOCAL \_\_\_\_\_  
SILP \_\_\_\_\_



# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_  
TITLE \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I authorize the A.F.S.C.M.E. Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance**

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

APPENDIX "D"

Lunch and Break Policy

Employee arrives late but prior to 9:00 a.m.	1 hour paid lunch 2 fifteen minute breaks
Arrives between 9:00 a.m. and 10:00 a.m.	1 hour paid lunch 1 fifteen minute p.m. break
Arrives between 10:00 a.m. and 12:00 noon	½ hour paid lunch 1 fifteen minute p.m. break
Arrives after Noon	No paid lunch 1 fifteen minute p.m. break
Leaves work at or after 4:00 p.m.	1 hour paid lunch 2 fifteen minute breaks
Leaves work between 2:30 p.m. and 4:00 p.m.	1 hour paid lunch 1 fifteen minute a.m. break
Leaves work between 12:00 p.m. and 2:30 p.m.	½ hour paid lunch 1 fifteen minute a.m. break
Leaves work before 12:00 p.m.	No hour paid lunch 1 fifteen minute a.m. break

## APPENDIX "E"

### WAGE SCHEDULE

RANGE	TRENHULL COUNTY EMPLOYEE SALARY SCHEDULE											
	0 YEARS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS	
1	14,117	14,477	14,837	15,197	15,557	15,917	16,277	16,637	16,997	17,357	17,717	
2	18,323	18,683	19,043	19,403	19,763	20,123	20,483	20,843	21,203	21,563	21,923	
3	22,529	22,889	23,249	23,609	23,969	24,329	24,689	25,049	25,409	25,769	26,129	
4	26,735	27,095	27,455	27,815	28,175	28,535	28,895	29,255	29,615	29,975	30,335	
5	30,941	31,301	31,661	32,021	32,381	32,741	33,101	33,461	33,821	34,181	34,541	
6	35,147	35,507	35,867	36,227	36,587	36,947	37,307	37,667	38,027	38,387	38,747	
7	39,353	39,713	40,073	40,433	40,793	41,153	41,513	41,873	42,233	42,593	42,953	
8	43,559	43,919	44,279	44,639	44,999	45,359	45,719	46,079	46,439	46,799	47,159	
9	47,765	48,125	48,485	48,845	49,205	49,565	49,925	50,285	50,645	51,005	51,365	
10	51,971	52,331	52,691	53,051	53,411	53,771	54,131	54,491	54,851	55,211	55,571	
11	56,177	56,537	56,897	57,257	57,617	57,977	58,337	58,697	59,057	59,417	59,777	
12	60,383	60,743	61,103	61,463	61,823	62,183	62,543	62,903	63,263	63,623	63,983	
13	64,589	64,949	65,309	65,669	66,029	66,389	66,749	67,109	67,469	67,829	68,189	
14	68,795	69,155	69,515	69,875	70,235	70,595	70,955	71,315	71,675	72,035	72,395	
15	72,601	72,961	73,321	73,681	74,041	74,401	74,761	75,121	75,481	75,841	76,201	
16	76,807	77,167	77,527	77,887	78,247	78,607	78,967	79,327	79,687	80,047	80,407	
17	81,013	81,373	81,733	82,093	82,453	82,813	83,173	83,533	83,893	84,253	84,613	

## APPENDIX "E"

RANGE	TRIMBLE COUNTY EMPLOYEE SALARY SCHEDULE										
	CONTRACT CODE: 001 AFCME LOCAL 2943										
	CONTRACT DATE: 2008/01/01 1388 - BTRN										
	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	10 YEARS	10 YEARS	25 YEARS
1	19,713 9,474	20,287 9,743	20,837 10,010	21,427 10,284	22,031 10,560	22,655 10,839	23,309 11,120	23,988 11,404	24,684 11,692	25,400 11,984	26,138 12,280
2	20,553 10,063	21,224 10,341	21,923 10,629	22,649 10,918	23,400 11,209	24,176 11,502	24,978 11,800	25,807 12,100	26,664 12,404	27,549 12,712	28,464 13,028
3	22,750 10,975	23,524 11,247	24,328 11,521	25,162 11,800	26,025 12,084	26,918 12,374	27,841 12,670	28,794 12,972	29,767 13,280	30,769 13,592	31,800 13,908
4	24,795 11,929	25,604 12,203	26,443 12,488	27,312 12,778	28,210 13,074	29,138 13,366	30,096 13,664	31,084 13,968	32,102 14,276	33,150 14,590	34,228 14,908
5	26,815 12,854	27,667 13,130	28,552 13,416	29,470 13,704	30,420 14,004	31,392 14,304	32,396 14,608	33,432 14,916	34,500 15,230	35,598 15,556	36,726 15,884
6	28,820 13,740	29,713 14,021	30,640 14,304	31,600 14,592	32,582 14,884	33,598 15,180	34,648 15,472	35,732 15,772	36,850 16,070	37,992 16,372	39,168 16,676
7	30,800 14,670	31,736 14,964	32,712 15,260	33,720 15,560	34,760 15,864	35,832 16,172	36,936 16,480	38,052 16,792	39,210 17,104	40,420 17,420	41,664 17,748
8	32,837 15,570	33,816 15,864	34,836 16,160	35,896 16,464	36,996 16,768	38,136 17,076	39,316 17,388	40,536 17,704	41,796 18,036	43,096 18,388	44,436 18,744
9	34,917 16,513	35,936 16,812	36,996 17,116	38,096 17,424	39,236 17,736	40,416 18,052	41,636 18,384	42,896 18,704	44,204 19,064	45,516 19,388	46,776 19,716
10	37,044 17,474	38,104 17,776	39,204 18,080	40,344 18,384	41,524 18,696	42,744 19,012	44,004 19,344	45,436 19,672	46,852 20,040	48,752 20,408	50,664 20,780
11	39,220 18,440	40,320 18,744	41,460 19,052	42,640 19,364	43,960 19,680	45,296 19,992	46,676 20,304	48,072 20,640	49,992 20,992	51,952 21,392	53,952 21,792
12	41,448 19,416	42,584 19,720	43,760 20,032	44,976 20,348	46,224 20,664	47,516 20,984	48,848 21,304	50,224 21,648	52,016 21,928	53,896 22,264	55,752 22,644
13	43,728 20,392	44,904 20,704	46,120 21,016	47,376 21,332	48,880 21,652	50,424 21,984	52,008 22,320	53,632 22,656	55,376 22,992	57,192 23,368	59,448 23,736
14	46,060 21,376	47,280 21,680	48,544 21,992	49,856 22,304	51,216 22,624	52,624 22,944	54,080 23,272	55,584 23,608	57,152 23,976	59,336 24,344	61,576 24,712
15	48,456 22,360	49,720 22,672	51,024 22,984	52,368 23,296	53,752 23,616	55,184 23,944	56,664 24,272	58,192 24,544	59,736 24,856	61,416 25,168	63,736 25,480
16	50,912 23,352	52,224 23,680	53,576 23,992	54,976 24,304	56,424 24,624	57,920 24,944	59,464 25,272	61,056 25,592	62,784 25,904	64,392 26,216	66,896 26,532
17	53,432 24,344	54,792 24,672	56,192 24,992	57,632 25,304	59,112 25,624	60,632 25,944	62,192 26,272	63,800 26,592	65,448 26,912	67,256 27,232	69,208 27,552

APPENDIX "E"

RANGE	TAMMILL COUNTY EMPLOYEE SALARY SCHEDULE										
	CONTRACT YEAR: 001 ANCHOR LOCAL 2943										
	CONTRACT DATE: 2009/01/01 TERM: NINE										
	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
RANGE 1	20,102	20,879	21,462	22,078	22,682	23,318	23,886	24,450	25,120	25,827	26,105
RANGE 2	21,561	22,178	22,797	23,442	24,108	24,791	25,381	25,984	27,318	28,514	29,877
RANGE 3	23,419	24,096	24,780	25,487	26,214	26,961	27,670	28,383	29,611	31,029	32,517
RANGE 4	25,439	26,248	27,017	27,790	28,586	29,407	30,198	30,820	32,108	33,658	35,490
RANGE 5	27,104	27,879	28,679	29,501	30,348	31,220	32,118	32,798	34,309	35,982	37,827
RANGE 6	28,887	29,696	30,548	31,426	32,331	33,263	34,082	34,881	36,561	38,327	40,178
RANGE 7	31,210	32,111	33,037	33,992	34,971	35,984	36,951	37,748	39,561	41,477	43,488
RANGE 8	33,822	34,809	35,806	36,842	37,910	38,998	39,982	40,918	42,901	44,982	47,167
RANGE 9	36,374	37,323	38,408	39,520	40,667	41,848	42,883	43,808	45,828	47,872	50,023
RANGE 10	38,875	40,000	41,285	42,645	44,082	45,580	46,929	48,206	50,318	52,469	54,767
RANGE 11	41,421	42,741	44,150	45,681	47,244	48,830	49,979	51,088	53,228	55,409	57,731
RANGE 12	44,000	45,482	47,044	48,688	50,417	52,230	53,689	55,072	57,288	59,539	61,927
RANGE 13	46,618	48,222	49,866	51,652	53,481	55,350	56,859	58,292	60,548	62,839	65,267
RANGE 14	49,271	50,917	52,650	54,471	56,382	58,383	59,974	61,596	63,858	66,159	68,597
RANGE 15	51,959	53,747	55,620	57,579	59,626	61,763	63,590	65,437	67,818	70,239	72,797
RANGE 16	54,682	56,611	58,630	60,741	62,946	65,247	67,144	69,067	71,528	74,029	76,567
RANGE 17	57,441	59,511	61,720	64,071	66,566	69,207	71,494	73,827	76,318	78,859	81,447

MEMORANDUM OF UNDERSTANDING  
PERFORMANCE EVALUATIONS

The parties will form a Labor Management Committee, composed of three (3) representatives of the bargaining unit and management representatives, to develop Performance Evaluations. The process shall incorporate the IBB process with the option of using a SERB facilitator. This LMC shall be initiated as soon as possible during the first year of the CBA with implementation scheduled for the second year of the Agreement.

FOR THE UNION

Candy Hurton  
Carl P. Dufferson  
John J. Fuchs

FOR THE COUNTY RECORDER

Heidi M. ...  
Mary ...

MEMORANDUM OF UNDERSTANDING

ORIENTATION OF NEW EMPLOYEES:

The parties agree to permit reasonable time, during working hours, for the Union Representative to meet with new employees for the purpose of orientation to the Collective Bargaining Agreement.

DATA LISTS:

The employer agrees to provide to the Union, on a semi-annual basis, a list of all current bargaining unit members, seniority dates, changes in status, new hires, resignations, retirements.

FOR THE UNION

Candy Hurston  
Carl E. Dutton  
John F. White

FOR THE COUNTY RECORDER

Regina Mercedes  
Mary Jo Harris

MEMORANDUM OF UNDERSTANDING

TRAINING AND EDUCATION

The Employer shall reimburse employees for any licensing examination, license renewal or licensing course work for a license utilized by Trumbull County. The Employer agrees to pay registration fees and lost time (time away from work) for seminars and continuing education units, if seminars and/or course work is held during normal working hours and prior approval for attendance has been granted.

FOR THE UNION

Candy Hunter  
Carl Cotton  
John F. Lebe

FOR THE COUNTY RECORDER

Spring Marlese  
Mary Jeff Heis  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

The parties agree that within thirty (30) days after both sides ratify the Agreement, their representatives (agreed at this point to be Candy Hurton and Jim Keating) shall meet to re-evaluate jobs for placement on the salary schedule.

FOR THE UNION

Candy Hurton  
Carl E. Dutton  
John J. F. ...

FOR THE COUNTY RECORDER

James M. ...  
Mary ...  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

The parties will set up a committee consisting of three Union representatives and three Management representatives to meet within sixty (60) days after ratification to determine if a buyout is feasible. The committee will consist of the following: Diane Namish, Greg Delrosso, Bob March, Jim Keating, Tom Mahoney, and one other management representative.

FOR THE UNION

Candy Hurton

Carl DeLrosso

John F. Walsh

FOR THE COUNTY RECORDER

Diane Marchese

Mary DeLrosso

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