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03/20/2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACKSON COUNTY RECORDER'S DEPARTMENT

AND

UNITED MINE WORKERS OF AMERICA, AFL-CIO

DECEMBER 1, 2010 THROUGH NOVEMBER 30, 2013

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PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the County and the Union are injurious to the public and both parties, therefore, are aware that adequate means must be established for minimizing them and providing for their resolution. The County and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and by establishing procedures to provide for the protection of the rights of the County and its employees and to insure to the public orderly and uninterrupted services.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
RECOGNITION

SECTION 1

Jackson County Recorder's Department hereinafter referred to as the "Employer", "County", or "Agency" hereby recognizes the United Mine Workers of America hereinafter referred to as "Union", as the exclusive representative for purposes of collective bargaining with respect to wages, hour and other terms and conditions of employment as certified by SERB in case # 97-REP-02-0021.

UNIT:

SECTION 2

"Employer" is defined herein as the Jackson County Recorder's Department.

SECTION 3

In the event a new position is created within the office, the County shall notify the Union of its intent to create a new position, and the Union may request a meeting to discuss the eligibility for inclusion in the collective bargaining unit and the wage rate.

ARTICLE II
UNION MEMBERSHIP AND DUES DEDUCTION

SECTION 1

The United Mine Workers of America will notify the Employer of the dues or Contract Service Fee to be deducted prior to the effective date of the agreement and annually thereafter.

SECTION 2

The Employer agrees to authorize the Recorder to deduct membership dues in the amount requested once each month from the pay of any Employee in the bargaining units who have authorized the same in writing. In the event that an employee does not work or earn sufficient monies in the pay period in which dues or Contract Service Fees are deducted, they will be carried over to the next dues deduction period and will continue until all dues owed are collected.

SECTION 3

All bargaining unit employees, both present and future, who are not or do not become a member of the United Mine Workers of America during the term of this Agreement shall pay to the United Mine Workers of America, through payroll deduction as outlined in Section 1 above, a Contract Service Fee for the duration of this Agreement. This provision shall not require any Employee to become or remain a member of the United Mine Workers of America, nor shall the Contract Service Fee exceed the dues paid by members of the bargaining unit that are members of the United Mine Workers of America. For purposes of the Contract Service Fee, the payment does not require the written authorization of the Employee.

SECTION 4

If an Employee challenges the propriety of the United Mine Workers of America use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of O.R.C. 4117.09 (C).

SECTION 5

It is further agreed that the United Mine Workers of America shall defend, and save the Employer harmless against any and all claims, demands, suits, other forms of liability which may arise out of, or be by reason of action taken or not taken in, fulfilling the obligations imposed on the Employer under this Section, except for failure to forward deducted fees. All fees deducted by the Employer from the pay of the employee shall be forwarded to the United Mine Workers of America within 30 days to the Secretary Treasurer of the United Mine Workers of America 8315 Lee Highway Fairfax, Virginia 22031-2215.

SECTION 6

A. A member may withdraw authorization for dues deduction by directing their request in writing to the Employer and the United Mine Workers of America.

B. Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee.
2. Expiration of this agreement.
3. Submission of a written request pursuant to A above.
4. Transfer of the employee from the bargaining unit.

C. No other employee organizations dues shall be deducted from the pay of any bargaining unit members during the life of this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

SECTION 1

The Union shall recognize the right and the authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full rights and responsibility to direct the operations of the Agency, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees.

2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed.

3. To determine the Agency's goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively and efficiently meet the purposes.

4. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs.

5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees, excepting those provisions specifically set forth within this Agreement.

6. To determine when a job vacancy exists, the duties to be included in all job descriptions, and the standards of quality and performance to be maintained.

7. To determine the necessity to schedule overtime and the amount required thereof.

8. To determine the Agency budget and uses thereof.

9. To require employees to submit to examination by a physician in accordance with the rules and regulations of the Department of Administrative Services.

10. To maintain the security of records and other pertinent information.

11. To determine and implement necessary actions in emergency situations.

SECTION 2

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain in the function of the Employer. The above enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

ARTICLE IV
SENIORITY

SECTION 1

For purposes of this Agreement, the term "Seniority" means a preferred position for specific purposes outlined within this Agreement which one employee within the department or unit may have over another employee within the unit because of greater length of continuous service within the bargaining unit.

SECTION 2

Seniority shall be computed from the date of hire on the basis of uninterrupted length of service, as outlined in Section 4 of this Article.

SECTION 3

A seniority list shall be prepared at the request of the Union Steward, but said request shall not occur more than once per year. The list shall indicate the date of last hire in the bargaining unit.

SECTION 4

The following will be considered breaks in continuous service if an employee:

A. Quits.
B. Retires
C. Is terminated for just cause.
D. Refused recall after layoff.

SECTION 5

Ties in Seniority shall be broken by placing the names of employees in question in a container and having the employees present during a drawing. When more than two (2) employees are in question, the order that the names are drawn will determine the order of Seniority.

ARTICLE V
PROBATION PERIOD

SECTION 1

Each newly hired employee shall serve a probationary period. Probationary periods shall be set at one-hundred twenty (120) work days. Supervisors shall use the probationary period to observe closely and evaluate the employee's performance and aptitude for the job.

The Employer has the right to retain or dismiss those newly hired employees who have met or failed to meet acceptable work standards during the probationary period.

SECTION 2

During an employee's probationary period, the employee shall be covered by the provisions of this Agreement, except that probationary separation/termination/reduction shall not be appealable through the grievance procedure.

SECTION 3

The probationary period for newly promoted employees shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of ninety (90) work days, excluding time spent on leaves of absence.

SECTION 4

A newly promoted probationary employee who fails to complete the ninety (90) work day probationary period shall be returned to his or her former position and shift. The reason for his or her failure will be reduced to writing and given to the employee. If the Employee does not believe that he/she had the requisite abilities for the new position, the employee shall provide a written reason for leaving the promoted position to the Employer.

SECTION 5

In the event a promoted employee does not make probation and is returned to his or her former position, any employees displaced as a result will not have the right of grievance relating to the formally promoted employee being returned to their former position.

ARTICLE VI
HOURS OF WORK/PAY DAY/ MEAL PERIOD

SECTION 1

This Article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week.

SECTION 2

It is understood that bargaining unit members must work overtime and non-regular hours per this and other sections of the Agreement.

SECTION 3

The parties understand that employees work non-regular hours. Thus, the County has a limited ability to have a regularly posted schedule.

Although no schedule will be posted, all full-time employees are required to work at least forty (40) hours per week, at the discretion of the Employer. The Employer may change the schedule for emergencies and/or operational needs of the department.

SECTION 4

All bargaining unit members employed by Jackson County Recorder shall be paid on every other week. The accumulated hours of vacation and sick leave available to employees will be shown on each pay stub.

SECTION 5

All full-time employees shall be granted an uninterrupted lunch period of one (1) hour scheduled between the hours of 11:00 a.m. and 1:00 p.m. at the discretion of the Employer. The Employee shall be paid one hour (1) of the uninterrupted lunch period. Part-time employees working 6 hours or more per day shall be granted one half hour (1/2) paid lunch. The lunch period may be altered, if requested by the employee, at the discretion of the Supervisor.

SECTION 6

Office hours are established as 8:00 a.m. to 4:00 p.m., Monday through Friday, and shall only be changed for the safe and efficient operation of the department. The Employer agrees to meet with the union fourteen (14) days before the proposed change, unless an unusual scheduling situation arises, or an emergency exists, to discuss the necessity and the impact on the bargaining unit.

SECTION 7

A full-time employee is defined as an employee who is regularly scheduled thirty-five (35) hours or more in a work week.

SECTION 8

The hours of employees may not be cut in any work week to facilitate the circumvention of paying benefits to any employee by causing them to become part-time instead of full time employees.

ARTICLE VII
OVERTIME AND CALL IN PAY

SECTION 1

It is understood and agreed that the Employer shall be the sole judge as to the necessity for overtime.

SECTION 2

Employees covered in this Agreement shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week. There shall be no split shifts. Overtime hours shall not be pyramided.

If an employee requests compensatory time in lieu of overtime pay, at the same rate, (one and one-half (1½) hour of compensation for each hour of overtime worked) the Employer shall grant and the employee must take compensatory time within ninety (90) days.

SECTION 3

Any employee who is called in to work due to an emergency and/or an operational need of the employer shall receive a minimum of two (2) hours of work at that time. If said employee has in excess of forty (40) hours worked in the work week or eight (8) hours in one day, said employee shall receive one and one-half (1½) their regular rate of pay.

ARTICLE VIII
VACANCIES AND POSTINGS

SECTION 1

The employer reserves the right to make the determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled.

Whenever the Employer determines that it wishes to fill said vacant position, or create a new position pursuant to this Agreement, the Employer shall post notice of such for a period of five (5) calendar days.

The notice shall be posted in the appropriate location within the office and/or normal office locations and shall contain the following information:

1. Title of position.
2. Normal schedule of hours to be worked.
3. Rate of pay.
4. Qualifications.
5. Date of posting.
6. Closing date of posting.

Employees who wish to be considered for the posted position must file a written application with the employer. There will be no requirements on the employer to consider applications filed after the closing date of the posting period.

SECTION 2

If an employee applies for a posted position in accordance with Section 1, the employee will be awarded such position based on qualification and seniority. If two or more applicants have equal qualifications, seniority shall govern in filling the vacancy.

Nothing in this Article shall restrict the employer's right not to fill a posted vacancy or its right to hire someone into a bargaining unit position from outside the unit if the Employer, in its discretion, determines that no applicants from current employees, including those on layoff status, are qualified for the position after considering the criteria in Section 1, herein.

SECTION 3

The employer will post the names of the successful bidder within twenty (20) calendar days of the bidding period.

SECTION 4

All employees, when qualified, shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties of job assignment. A temporary transfer shall not exceed thirty (30) working days, except:

A. To fill a vacancy caused by an employee being sick or on other approved leave of absence;

B. To provide vacation relief scheduling; or

C. To meet an emergency situation.

When an employee is temporarily transferred to another job classification:

A. If the base rate of pay for such other classification is lower than his/her regular rate, he she shall receive his/her regular rate.

B. If the base rate of pay for such other classification is higher than his/her regular rate, he/she shall receive the higher rate.

ARTICLE IX
HOLIDAYS

SECTION 1

All full-time employees will be paid for the following holidays:

New Year's Day
Martin Luther King Day
Good Friday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day and Day after Thanksgiving
Christmas Day and the day after Christmas

The T.B. Clinic nurse and clerk shall receive in addition to those holidays set forth above, Christmas Eve Day and their respective birthday.

SECTION 2

Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code.

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

SECTION 3

If an aforesaid holiday falls on a day that a full-time employee works, said full-time employee shall receive one and one-half (1-1/2) times his or her regular rate of pay for any hours required to work, plus holiday pay at regular rate for a total of two and one half (2-1/2) times their daily rate of pay for the holiday worked.

SECTION 4

If an aforesaid holiday falls on a day that a part-time employee works, said part-time employee shall receive one and one-half (1-1/2) times his or her regular rate of pay for any hours required to work. If an aforesaid holiday falls on a day that a part-time employee is scheduled to work and the Employer decides not to work the employee, said part-time employee will be paid for the holiday.

ARTICLE X
LAYOFFS

SECTION 1.

When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the UMWA agrees to discuss the impact of any layoff of bargaining unit employees with representatives of the UMWA.

SECTION 2.

The Employer shall determine in which work divisions and assignments layoffs or job abolishments will occur. Employees will be laid off within that division and assignment beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All temporary, intermittent, probationary, and permanent part-time employees, within the division and assignment designated for lay off, will be laid off before bargaining unit members. All such employees shall remain in layoff status while any bargaining unit member is on layoff.

SECTION 3.

Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt by personal service or certified mail delivery in which to exercise his right to bump the next less senior employee within the bargaining unit, provided the person who wishes to bump possesses the skill, ability and qualifications to perform the work of the assignment as determined by the Employer. Any employee who chooses not to bump, or who does not possess sufficient skill, ability or qualifications to bump another employee shall be laid off and placed on a recall list. An employee may only exercise bumping rights once during any layoff affecting a position. An employee who bumps pursuant to this article shall be paid at the rate of the assignment he bumps into.

SECTION 4.

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees on a recall list shall be responsible for notifying the Employer at the time of layoff,

and for keeping current the address to which a recall notice, if any, shall be sent. If there is a recall, employees shall be recalled, in the inverse order of their layoff, to the same assignment from which they were laid off, provided they are presently qualified to perform the work of the job assignment to which they are recalled.

SECTION 5.

In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of the mailing by certified mail of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE XI
VACATION

SECTION 1

Vacation is an earned leave of absence with pay for full-time employees after service of one (1) year with the Employer. One year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

Vacation shall be earned and will be due upon the attainment of the first year of employment, and annually thereafter, in accordance with the following schedule.

Years of Completed Service	**Annual Leave Permitted**	**Amount Credited Per Bi-Weekly Pay**
Less than 1 year	0	
1 through 5 years	2 weeks (80 hours)	3.1 hours
6 through 10 years	3 weeks (120 hours)	4.6 hours
11 through 14 years	4 weeks (160 hours)	6.2 hours
15 through 20 years	5 weeks (200 hours)	7.7 hours
21+ years	6 weeks (240 hours)	9.3 hours

All vacation pay in accordance with the above schedule shall be paid at the employees' regular rate of pay.

SECTION 2

Days specified as holidays herein this Agreement shall not be charged to an employee's vacation leave.

Vacation leave should be taken, by the employee, during the year in which it accrued prior to the next recurrence of the anniversary date of his/her employment.

No vacation leave shall be carried over for more than three (3) years.

An employee is entitled to compensation, at his/her current rate of pay, for the prorated portion of any earned and credited but unused vacation leave to his/her credit at the time of separation.

SECTION 3

A Jackson County Recorder's Department employee shall schedule their vacation in the following manners:

A. Schedule their vacation between January 1 and January 31.

1. All vacations scheduled between January 1 and January 31 will be done by seniority. Upon the expiration of this period, the Employer will prepare and post a list reflecting the pre-scheduled vacations that have been granted. The Employer shall not unreasonably deny any vacation time granted.

2. All employees who are bumped from any week of vacation by a more senior employee scheduling their vacation between January 1 and January 31, will be notified so another vacation period can be selected.

3. Any vacations scheduled between January 1 and January 31 cannot be bumped by a senior person who waits until after January 31 to schedule their vacation.

4. Any additional vacation days not scheduled between January 1 and January 31 shall be scheduled, in writing, to the Employer, or his/her designee, prior to the requested date of commencement of the vacation. This vacation shall be granted according to seniority.

B. The Employer shall not unreasonably deny any vacation time and every effort shall be made to accommodate the employee's request for vacation. Whether more than one employee may schedule for vacation during the same time frame shall be determined by the Employer and the Employer's sole discretion. At the Employer's discretion, vacation time may be used in one half (1/2) hour increments.

SECTION 4

After his or her first anniversary of employment, Bargaining Unit Members may cash out one half (1/2) of their accrued, but unused, vacation leave, not to exceed two (2) weeks (80 hours), during the first pay period of December each Calendar year.

ARTICLE XII
MILITARY LEAVE

SECTION 1

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military services or field training or active duty for periods of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob control, riot control, flood control, or civil defense, or similar duties who so ordered by the Governor to assist civil authorities. Such leave will be paid. The leave will cover the official period of the emergency. The County pay shall only be for the difference between military and regular employee pay.

SECTION 2

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence without pay from their respective duties for such time as they are in the military service on field training or active duty for periods of time which exceed thirty-one (31) days in any one calendar year.

ARTICLE XIII
SICK LEAVE

SECTION 1

Each employee shall accrue compensable sick leave at the rate of four and six tenth (4.6) hours for each eighty (80) hours of service.

SECTION 2

Employees may use sick leave, upon the approval of the Employer or his/her designee, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, examination of the employee or immediate family member, including medical, psychological, dental, or optical examination by an appropriate practitioner, and to illness, injury, or death in employee's immediate family. Unused sick leave shall be accumulated without limit, and shall be transferred when an employee is transferred from one County department to another.

SECTION 3

Sick leave may be used in 30-minute increments.

SECTION 4

Employees may be required to obtain and present a doctor's certificate to the Employer, or his/her designee, explaining the reasons for sick leave usage and/or a restriction pertaining to their normal duties after the following:

1. Three (3) consecutive days missed due to illness; or

2. A pattern of abuse of sick leave is determined by the Employer or his/her designee.

Employees presenting a doctor's certificate of restriction of normal duties must likewise present a doctor's release to resume normal duties.

SECTION 5

An employee has several duties and responsibilities to perform if he/she is to receive paid sick leave. These duties and responsibilities are as follows:

A. To call in to the person or place designated by the Employer stating:

   1. Reason for absence

   2. Expected period of absence; if an employee is unable to call, said employee must when practicable, insure the call is made before that employee's working hours. Calls not received will be judged on an individual basis by the Employer or his/her designee as to the possible effect on sick leave payment.

B. To present the employee's supervisor with whatever documentation of sick leave

SECTION 6

Falsification of either a written signed statement or physician's certificate will be grounds for disciplinary action, including dismissal.

SECTION 7

Sick leave shall not accrue to a Jackson County Recorder's Department employee upon or after his/her retirement or termination of employment.

Upon retirement, termination for reason other than theft of county money or property, or if the employee quits, (providing the employee has ten (10) years of service or more) the employee will receive thirty percent (30%) of the employee's accumulated sick leave or thirty-five (35) days of sick leave, premised on the employee's regularly scheduled hours per shift, whichever is less.

SECTION 8

Resolution of the Board of Commissioners No. 078-00, Approve Leave Donation Program as revised on September 23, 2002, is hereby adopted and employees may make contributions of sick leave consistent therewith.

SECTION 9

An employee maintaining a minimum of six hundred (600) hours of accumulated sick leave may annually transfer up to eighty (80) hours to vacation or elect to receive payment for up to eighty (80) hours at their hourly rate at the time the payment is made. Employees maintaining five hundred (500) hours of accumulated sick leave may transfer up to forty (40) hours to vacation or elect to receive payment for up to forty (40) hours at their hourly rate at the time the payment is made.

Requests for hours to be transferred to vacation must be made consistent with Article XI. Requests for such hours to be received as payment must be made by December 1st of the year prior to when payment is to be made, and payment will be made with the second payroll check of the year in which payment is to be made. Provided, however, that for the year 2006, requests for up to those hours to be received as payment must be made no later than May 30, 2007, to be paid on June 8, 2007.

ARTICLE XIV
PERSONAL LEAVE

SECTION 1

All non-probationary employees shall receive twenty-four (24) hours of paid personal leave each calendar year. Newly hired employees are not eligible until the completion of their first full month after the completion of their probationary period.

Said personal leave shall be awarded January 1 of each year, with the employee being able to take personal leave in increments of one (1) hour.

SECTION 2

Personal days must be used in the same calendar year as awarded.

SECTION 3

The personal day must be approved prior to the posting of the schedule in which the requested day falls, unless an emergency exists, with no personal leave approved on the day preceding and the day after the date of a holiday or vacation.

ARTICLE XV
LEAVE OF ABSENCE

SECTION 1

Upon the written request of a non-probationary employee, the Employer may grant the employee a leave of absence without pay in accordance with the following:

A. The leave without pay may be granted up to six (6) months, with an employee reapplying for a leave extension at said time. The maximum leave without pay shall not exceed one (1) year.

B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested.

C. The authorization of a leave is solely a matter of administrative discretion.

D. The Employer can require an employee returning from a leave to undergo appropriate medical examination, at the Employer's expense, to determine the employee's ability to return to work.

E. An employee on unpaid leave does not earn sick or vacation leave credit; however time spent on leave shall be considered in determining length of service for the purposes where seniority is a factor.

ARTICLE XVI
FUNERAL LEAVE

SECTION 1

When death occurs in the immediate family, an employee, upon written request, shall be entitled to a maximum of three (3) consecutive work days off with pay. These days off shall include the day of the funeral.

SECTION 2

For purposes of this Article, immediate family is defined as follows:

Husband, Wife, Child, Step-Child, Parent, Parent-in-Law, Step-Parent, Brother, Sister, Grandparent or Grandchild.

SECTION 3

When an employee needs additional time off for a death in the immediate family, they may utilize sick or vacation time, or time off without pay after notification to the Employer or his/her designee of their needs. The Employer or his/her designee has the authority to approve or deny the additional bereavement leave.

SECTION 4

In the event of the death of another family member or significant other living in an employee's household, the employee shall be given one (1) work day off, without pay or utilize accrued vacation or sick time to attend the funeral.

ARTICLE XVII
WITNESS LEAVE / JURY DUTY

SECTION 1

Employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law or when he/she is summoned to appear as a witness before a Court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his/her capacity as an employee of the Jackson County Recorder's Department.

SECTION 2

All fees received from the Court, committee, etc., shall be provided to the Employer for appropriate deposit.

SECTION 3

Employees are to notify their Supervisor as soon as practicable of jury duty in order for arrangements to be made.

SECTION 4

If the appearance is during the employee's scheduled shift, the employee may be required to work the remainder of his/her shift, if practicable.

ARTICLE XVIII
DISCIPLINE

SECTION 1

Discipline is defined as an action taken by the Employer against an employee for violation of this agreement and/or violation of the rules, policies and regulations of the Employer.

SECTION 2

Discipline will be for just cause and normally will be progressive in nature and aimed at improving the employee's performance or conduct; however, disciplinary action shall and can be justified to fit the violation or conduct of the employee.

SECTION 3

Progressive discipline will be as follows:

A. Verbal warning (written on Verbal Warning sheet).
B. Written reprimand.
C. Suspension without pay of up to 5 days.
D. Dismissal.

So long as there are not intervening disciplinary actions, all discipline shall not be considered for purposes of future discipline after twelve (12) months.

SECTION 4

The procedure for any proposed suspension or dismissal shall be as follows:

A. The Employer or his/her designee, shall serve the affected employee and the Union with written notification of pending suspension or dismissal. Such notifications shall cite the charges against said employee, a brief summary of the evidence upon which the charges are based, and the anticipated disciplinary action.

B. A hearing shall take place before the Employer or his/her designee. A Union representative may be present at the hearing. At said hearing, the evidence upon which the charges were based, shall be presented, and the employee, with the assistance of his/her representative, if needed, shall be awarded a fair opportunity to be heard in opposition to the charges against him/her, including the right to question witnesses for or against him/her.

C. The hearing will occur as soon as possible, but no sooner than twenty-four (24) hours, and not later than ten (10) working days; if feasible, from notification provided in Part A of this Section; the parties recognizing that time is of the

essence in the disciplinary procedure.

D. A written decision of the Employer shall be issued to the Employee within ten (10) days of said hearing.

SECTION 5

Verbal warnings that are noted in the employee's file, and written reprimands, are subject to appeal under the Grievance Procedure through Step 1 only. If suspension or dismissal is based upon prior verbal warnings or written reprimand, and the suspension and/or dismissal is before an arbitrator, then the merits of the written reprimand or verbal warning may be considered by the arbitrator only as such is related to the violation set forth in the subsequent discipline.

SECTION 6

All suspensions and dismissals are subject to appeal through the Grievance Procedure, including binding arbitration, subject to provisions of the Ohio Revised Code as it relates thereto, and such grievance shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE XIX
GRIEVANCE PROCEDURE

SECTION 1

A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities under the Agreement of the parties covered herein.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement. Those matters described under Section 2 are excluded from the grievance procedure.

SECTION 2

If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Bureau of Unemployment Compensation, E.E.O.C., or Ohio Civil Rights Commission), such matter shall not be appealable through the grievance procedure.

SECTION 3

A grievance can be initiated by the Union or any aggrieved bargaining unit member.

SECTION 4

The Union may designate not more than one (1) grievance representative and one alternate per shift. The Union shall notify the Employer in writing of the names of grievance representative and alternate within thirty (30) days of their appointment.

The authorized functions of the grievance representative, and a named alternate who shall serve as grievance representative in the absence or unavailability of the original representative, shall include the following:

A. Representing the employee in investigating and processing grievance.

B. Replacing a grievance representative who is absent or unavailable.

C. General supervision and coordination of grievances in process on behalf of the Union and of the grievance representative.

D. Act as liaison between the Employer's representatives and the Union on matters concerning grievances and this Agreement.

The grievance representative shall be released from his/her normal duties, upon approval of his/her supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such duties can only be performed during his/her normal work hours. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

The grievance representative shall notify his/her supervisor in advance of such duties.

SECTION 5

The following procedures shall apply to the administration of all grievances filed under this procedure.

A. All written grievances shall include: the name and position of the grievant, the identity of the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant. All grievances shall be placed on a proper grievance form supplied by the UMWA.

B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the grievance procedure.

C. If a grievance affects a group of employees working in different assignments with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2, with all employees identified and bound by the outcome.

D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

E. A grievant may, at his/her discretion, be accompanied at all steps of the grievance procedure by a representative of the Union, however, the Employer shall notify the Union of a grievance filed by a grievant who does not desire to be accompanied by a Union representative.

F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

SECTION 6

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate management's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

SECTION 7

A. INFORMAL PROCEDURE

An employee having an individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or within ten (10) calendar days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) calendar days of the submission of the grievance at this step, he/she may pursue the formals steps which follow. Before a grievance and proposed solution are placed in writing pursuant to Step 1, such grievance shall be screened by the

grievance representative or appropriate alternate, if the employee intends to use Union representation in the procedure.

B. FORMAL PROCEDURE

Step 1 - Employer or his/her designee

1. Should the employee not be satisfied with the informal answer, within ten (10) calendar days thereafter, he/she may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Employer. The Employer or his/her designee shall date the form, accurately showing the date his/her office received the form.

2. Within ten (10) calendar days of his/her receipt of the grievance form, the Employer, or his/her designee for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievance representative and the employee. The Employee may bring the appropriate grievance representative (s) to the meeting. The Employer and the employee may bring any appropriate witnesses.

3. In the meeting called for at this step, the Employer, or his/her designee for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.

4. Within ten (10) calendar days of the meeting in this step, the Employer shall submit to the grievance representative and the Employee his/her written response to the grievance.

Step 2- Arbitration

If the grievant is not satisfied with the disposition of the grievances through Step 1, the Union may request a hearing before an arbitrator. The request for arbitration shall be made within twenty-one (21) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within twenty-one (21) calendar days of the request for arbitration, the parties will select an arbitrator by mutual agreement. In the absence of the selection of a mutually agreed arbitrator, the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and, within twenty-one (21) calendar days of receipt of the list, will choose one (1) by the alternate striking method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall confine him/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator and the cost of the hearing room if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shell attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

SECTION 8

A. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure on his/her own. However, only the Union may seek to arbitrate a grievance.

B. An agreement between any employee and management that occurs when an employee participates in the grievance without the Union shall not be binding upon the Union.

C. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any step to lapse without further appeal.

D. No employee may be represented in this grievance procedure by any Union organization other than the United Mine Workers of America, AFL-CIO, CLC.

E. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.

F. The forms for processing grievances shall be made available through the Employer and the Union.

ARTICLE XX
NON-DISCRIMINATION

SECTION 1

No person or persons or agencies responsible to the employer nor the union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization, political affiliation, age, handicap, or for the purpose of evading the spirit of this Agreement. The employer and the Union agree to abide by the provisions of applicable Federal, State, and local laws, and executive orders regarding these matters.

ARTICLE XXI
UNION LITERATURE

SECTION 1

The Union shall have the right to distribute literature on the premises of the Employer, provided it does not interfere with the operational requirements of the Agency. It is further understood that at no time shall County equipment or supplies be used to assemble, copy, develop, or create Union literature. The Union shall be responsible for its own expenses and supplies for purposes of Union literature.

SECTION 2

The Employer shall furnish one bulletin board for use by the Union to be placed at a mutually-agreed-upon location for the posting of Union literature.

SECTION 3

The Union agrees that all literature shall be limited to the following:

A. Union social and recreational affairs.

B. Notice of Union meetings.

C. Notice of Union elections and appointments.

D. Results of Union elections.

E. Reports of any nonpolitical standing committees of the Union.

F. Union newsletters and informational leaflets.

G. Nonpolitical publications, rulings, or policies of the Union.

All other literature not covered in A through G above must receive prior approval of the Employer or his/her designee.

It is understood that no material posted shall contain anything libelous, scandalous, scurrilous, or political. In addition, no material will be posted which contains attacks upon any employee or official of the county.

The Employer reserves the right to prohibit the distribution or posting of any material which violates Section 3 of this Article; and agrees to discuss said action at the next Labor/Management meeting.

SECTION 4

Any allegations of Union abuse of bulletin boards shall be subject to discussion at the next Labor/Management meeting.

ARTICLE XXII
PERSONNEL FILE

SECTION 1

There may be only one (1) personnel file maintained by the Employer:

A. Every employee shall be allowed to review his/her personnel file at any reasonable time upon written request. An employee may also authorize his/her attorney or representative of the Union to review said employee's personnel file upon written request. Such request shall be made to the Employer or his/her designee and review of the file shall be made in the presence of the Employer or his/her designee.

   Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as provided by law.

B. Any employee may copy documents in his file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.

C. If, upon examining his/her personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the employee's contentions, the faulty document or inaccuracy will be removed or corrected. If the Employer disagrees with the employee's contention, the employee may utilize the grievance procedure to decide the validity of his/her contention.

D. Any employee's signature on a document shall mean he/she has seen the document and not that he/she agrees with its content unless it is so stated on the document.

E. Record of written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months for full-time employees from the date of issuance providing there are no intervening disciplinary actions of the same type during that time period.

F. The parties hereby agree that this article shall be applied in compliance with O.R.C. 149.43, the Ohio Public Records Law.

G. A copy of all records dealing with discipline matters will be given to the employee and local Union steward before it is placed in his/her personnel file, and the employee given an opportunity to grieve, as outlined in Article(s) XIX, XX, its validity through the grievance procedure. The employee and Union steward shall sign a receipt statement showing that they received the disciplinary matter prior to its inclusion in the file.

ARTICLE XXIII
LABOR-MANAGEMENT MEETINGS

SECTION 1

In the interests of sound labor/management relations, the efficient operation of Jackson County Recorder's Office, and quality public service, representatives of the Employer and the Union shall meet, upon request of either party, to discuss matters addressed in Section 2 herein.

SECTION 2

An agenda will be furnished and/or exchanged at least five (5) days in advance of the scheduled meeting with a list of the topics to be discussed. The Union and the Employer shall also supply the name of one (1) representative who will be attending. Union employee representative shall not suffer any loss of pay during attendance at such meetings scheduled during their normal working hours. The purposes of such meetings shall be to:

1. Discuss the administration of this agreement;
2. Discuss grievances which have not been processed beyond the final step of
3. Discuss ways to improve efficiency;
4. Discuss health and safety matters relating to the employees.
5. Discuss proposed and current policies and procedures;
6. Discuss or disseminate any other information of interest to the parties.

SECTION 3

Either party may request a special meeting by submitting a request in writing to the other party indicating the issue(s) to be discussed.

SECTION 4

Once a request for a special meeting is received, said request may be reasonably denied in writing, within five (5) working days, by the receiving party.

ARTICLE XXIV
UNION LEAVE

SECTION 1

The employer shall provide leaves of absence without pay to a total of one (1) bargaining unit employee for any given work day, for purposes of union leave.

SECTION 2

Application for the use of such leave shall be made in writing fourteen (14) days in advance unless good cause is shown for failure to do so, in which case as much advance notice as possible will be given by the Union President or other duly authorized representative to the designated employer or representative and shall not be unreasonably denied.

ARTICLE XXV
MISCELLANEOUS

SECTION 1

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced in writing, dated and signed by the parties to this Agreement.

SECTION 2

In the event any portion of the Agreement contained herein be declared invalid by operation of the law or by a Court of competent jurisdiction, such invalidation of such part of the provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision(s) to comply with the applicable law.

SECTION 3

This Agreement shall be binding upon the parties hereto, and their successors and assigns of each.

SECTION 4

This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not effect the validity of the surviving provisions.

SECTION 5

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail.

SECTION 6

This Agreement is meant to conform to and should be interpreted in conformance with the constitution of the United States, the constitution of the state of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act and Military Leave. Should any provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVI
RETIREMENT

SECTION 1

P.E.R.S. benefits shall be paid for all County employees according to the statutory guidelines.

ARTICLE XXVII
INSURANCE

SECTION 1

The Employer shall offer group medical insurance coverage, including major medical, vision, dental and life, to each employee in the bargaining unit upon the same terms and conditions as is offered to other employees whose coverage is provided from the general fund of the County.

It is agreed and understood that the schedule of benefits for employees shall be as set forth in such health plan or plans offered, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that

carrier/provider. Furthermore, modifications to co-payments and/or deductibles shall not be deemed a modification of coverage.

The Union recognizes the right of the County to secure alternate insurance carriers and/or modify coverage. It is further agreed and understood that the Employer may modify the terms of coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

The County recognizes the right of the Union to review any proposed changes in carriers or coverage. The County agrees to meet with the Union concerning the impact of any potential changes in health insurance. It is agreed that the County shall not institute any changes without providing the Union at least thirty (30) days notice.

The County and the Union agreed to maintain a joint Labor/Management Committee to address concerns pertaining to health insurance. The Joint Committee may request the presence of the insurance consultant to be present from time to time.

SECTION 2 Premiums

Employees in the bargaining unit are required to contribute through payroll deduction to the premium costs for the insurance plan or plans provided. It is understood that employees shall, in each year of this Agreement, contribute 10% of the monthly premium amounts as their share of health insurance premiums.

The Local Union will be given documentation confirming the amount of the monthly premiums, which may be provided in the form of invoices, billing, or similar business records.

SECTION 3 Eligibility

Employees in the bargaining unit shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan.

Any employee who has a spouse employed by any other "public employer", who is eligible for and/or who has coverage under a plan provided by the County or any other "public employer" whether of the County or otherwise shall not be eligible for dual coverage under any plan offered by the Employer. Employees covered under such other plans shall, in consideration of coverage under such plans, elect one of the following three options at the time of enrollment, or thereafter on an annual basis by a deadline date established by the Employer:

A. An employee may elect to receive payment equal to 50% of the increased premium costs associated with their coverage under such plans, <u>or</u>

B. An employee may elect to opt-out of the Employer's health insurance annually if he or she can demonstrate coverage by another health insurance plan, in which case s/he shall be compensated in a lump sum amount equal to 15% of the annual plan savings for the

coverage period, which shall be payable in December of the year in which the employee opted out, or

C. An employee may elect to opt-down to a less expensive coverage (such as changing from family coverage to single coverage) for a compensation of 15% of the plan savings, which shall be payable in December of the year in which the employee opted down.

Any employee who obtains other coverage, whether through a spouse who is publicly employed or through a spouse who is employed in private industry or otherwise, may elect the opt-out or opt-down options described in B and C, above.

Employees who elect options A, B, or C above shall be permitted back into the Employer's insurance plan at their eligible status as permitted by the health insurance plan specifications and applicable law. Any employee who elects option B or C and who is later permitted back into the Employer's insurance plan within the same year shall only be entitled to a pro-rata portion of the lump sum amount specified in option B or C.

ARTICLE XXVIII
WAGES

Year One (December 1, 2010 – November 30, 2011)

- Each bargaining unit employee will receive a 2% wage increase, effective April 20, 2011.

Year Two (December 1, 2011 – November 30, 2012)

- Each bargaining unit employee will receive a 1% wage increase, effective December 1, 2011.

Year Three (December 1, 2012 – November 30, 2013)

- Each bargaining unit employee will receive a 2% wage increase, effective December 1, 2012.

(The rate of reimbursement for personal automobile mileage used for county business shall be updated to rates that govern currently. The Wage Table is attached as Appendix A.)

ARTICLE XXIX
DURATION

This Agreement shall be effective December 1, 2010, and shall remain in full force and effect until November 30, 2013.

ARTICLE XXX
SIGNATURE

SECTION 1

This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous Agreements and commitments except any and all past practice not in conflict with this Agreement.

FOR THE EMPLOYER:	FOR THE UNION:
Rose Walters	Ken Holbrook
_____	_____
_____	_____
_____	_____

APPENDIX A

RECORDER Position		Effective 4/20/2011 (2%)			
		Starting Rate	End Probation	Step 1	Step 2
Chief Deputy		$10.13	$10.99	$11.87	$12.73
Deputy		$8.44	$9.22	$10.02	$10.78

RECORDER Position		Effective 12/01/2011 (1%)			
		Starting Rate	End Probation	Step 1	Step 2
Chief Deputy		$10.23	$11.10	$11.99	$12.86
Deputy		$8.52	$9.31	$10.12	$10.89

RECORDER Position		Effective 12/01/2012 (2%)			
		Starting Rate	End Probation	Step 1	Step 2
Chief Deputy		$10.43	$11.32	$12.23	$13.11
Deputy		$8.69	$9.50	$10.32	$11.11

A. All newly hired employees shall initially be paid at the "starting rate."
B. Employees shall advance to the "End of Probation Rate" commencing with the first full pay period following successful completion of the probationary period.
C. Employees shall remain at the "End of Probation Rate" for 38 weeks; at the beginning of the 39th week pay shall advance to "Step 1."
D. Employees shall remain at the "Step 1" rate for 38 weeks; at the beginning of the 39th week pay shall advance to "Step 2."
E. This table is effective as of December 31, 2010 for all newly hired bargaining unit employee salaries. Changes in other articles/sections of this agreement does not imply changes in this table, unless the table itself is revised and agreed upon by both parties of the agreement.