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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TRUMBULL COUNTY BOARD OF COMMISSIONERS

THE TRUMBULL COUNTY CLERK OF COURTS

THE TRUMBULL COUNTY TREASURER

AND

AFSCME LOCAL 2493

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE AUGUST 1, 2011 THROUGH JULY 31, 2014

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PREAMBLE/PURPOSE

This Agreement, entered into the Trumbull County Board of Commissioners, the Trumbull County Treasurer, and the Trumbull County Clerk of Courts, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8 and Local 2493, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Section 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 - UNION RIGHTS

As part of its recognition of the Union as the bargaining agent for employees identified in this Agreement as members of the bargaining unit, the Employer agrees not to interfere with the lawful activities of the Union in its organization efforts, its operation or in its administration of this Agreement, provided that such activities do not conflict with the terms and conditions of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Unless expressly modified herein, the Union shall recognize the right and authority of the Employer to administer the business of Trumbull County and, in addition, to perform other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Employer, to promulgate 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, layoff, recall, reprimand for just cause, suspend for just cause, discharge or discipline for just cause.
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 Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
4. To determine the size and composition of the work force and the Employer's organization structure, including the right to relieve employees from duty due to lack of work or lack of funds.
5. To determine the hours of work and work schedules, and to establish the necessary work rules of all employees.
6. To determine when a job vacancy exists, the duties to be included in all job classification, and the standards of quality and performance to be maintained.
7. To maintain the security of records and other pertinent information.
8. To determine and implement necessary actions in emergency situations.

9. It is hereby agreed that the Employer in exercising its management rights herein shall abide by the explicit terms of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Section 1 The provisions of this Agreement shall be applied equally to all applicants for employment and promotion as well as to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, union or non-union status, creeds, national origin, political opinions or affiliation. The Union shall share equally the responsibility for applying this provision of this Agreement.

Section 2 No organization shall solicit membership on work time.

Section 3 The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no disparate treatment, interference, restraint, or coercion by an Employer representative against any employee because of Union membership, or because of any legal employee activity in an official capacity on behalf of the Union.

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

Section 5 GENDER NEUTRAL All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 6 The Union and the Employer agree this contract will comply with the provisions of the Americans With Disabilities Act (ADA). If an employee with a bona fide documented disability under the ADA makes a request for a reasonable accommodation under the Act, that employee has the right to Union representation during the process to identify the accommodation. The Employer will notify 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 law, the nature of the required restrictions which make the accommodation necessary. If the Union wishes to discuss the proposed accommodation, it will make a written request of the Employer for a meeting to discuss the required restrictions within five (5) working days of the receipt of the notice and 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.

ARTICLE 4 - UNION RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, fringe benefits and other terms and conditions of employment for those employees in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall include those individuals employed full-time and qualified part-time employees holding the classifications as provided in Appendix A.

Section 2 The positions and classifications listed in Appendix B shall be excluded from the bargaining unit.

Section 3 If a new job classification is established which has not previously been included or excluded from the bargaining unit, the Employer shall determine inclusion or non-inclusion. If the Union does not agree, the parties shall meet for the purpose of discussing inclusion or exclusion, subject to the grievance procedure.

ARTICLE 5 - JOB CLASSIFICATION TITLES

Section 1 For the application of this Agreement (i.e., rates of pay, job bidding, payroll titles, etc.) but not Recognition, the job titles listed in Appendix C shall be utilized.

ARTICLE 6 - DUES DEDUCTION

Section 1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement appropriately within the bargaining unit from the time of their hire.

Section 2 The Employer agrees to deduct regular Union membership dues once each month/pay period, from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix H) must be presented to the Employer or Designee by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll clerk for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees

that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall forward to the Ohio Council 8 a warrant in the aggregate amount of the deduction with a listing of the employees from whom dues were deducted no later than the tenth (10th) calendar day following the date of the deduction.

Section 4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 5 The Employer shall not be obligated to make deductions from any employee who, during any dues period (month/pay period) involved shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. A one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Local Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the period in which the written dues deduction revocation was received by the Employer.

FAIR SHARE FEE

Section 9 Each bargaining unit employee hired after April 1, 1984, who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first (61st) calendar day of employment for all current employees who have not

completed sixty (60) calendar days of employment as of the effective date of this Agreement.

- C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 10 Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix G, attached hereto. Appendix G, including all amendments thereto, is incorporated in this Article by reference.

Section 11 Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

Section 12 The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix G.

Section 13 The Union may amend Appendix G by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective in the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 14 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone will be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgement to negotiate lawful, alternative provisions.

Section 15 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 16 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 17 This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix G, no portion of this Article may be amended except by written, signed agreement of the parties.

ARTICLE 7 - UNION REPRESENTATION

Section 1 International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter so identifying them and signed by Council 8, Administrative Officer or his designee.

Section 2 The Union shall submit in writing the names of employees, including their telephone numbers and addresses, to act as Union representatives for the purpose of processing grievances as defined in the grievance procedure. These persons shall be the President of the Local or his designee and/or stewards or alternate stewards. The Union will also submit in writing to the Employer a list of names of those employees acting as officers of the Union. These lists shall be kept current at all times, and any changes shall be in writing. The Employer shall not recognize any such representative until so notified.

Section 3 No steward or Union official shall expend more than one and one-half (1.5) hours of duty time daily writing and/or investigating grievances. All reasonable requests for information and material by Union officials shall be compiled with by the Employer or its designee, except for confidential material. The Employer further agrees to fully cooperate with the Union in all investigations or grievances.

Grievance hearings shall be scheduled by mutual agreement of both parties. If any grievance hearing is scheduled during an employee's regular duty hours, the employee, Union representative and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing.

Section 4 The Employer agrees that one (1) previously identified non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances.

Section 5 Union representatives under this Article shall not interfere, interrupt or disrupt the normal work of the department nor carry on any other activities during working hours except as authorized in this Article or be subject to Article 19 of this Agreement.

Section 6 **Union Leave** Employees of the bargaining unit who are selected by the bargaining unit to attend meetings, conventions and seminars of their International Union or affiliated Council on a regional, state or national level shall be granted leave for such purposes. Union leave for these purposes shall be limited to fifteen (15) cumulative days per calendar year, seven (7) of which shall be paid and any remaining balance shall be unpaid, or an employee may request and be granted the use of vacation compensatory time or personal leave or any combination of the preceding leaves. No more than three (3) employees shall be granted Union leave at one time.

- 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 8 - PROBATIONARY EMPLOYEES

Section 1. Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Newly hired full-time bargaining unit employees may join the Union and file grievances from the date of hire; however, such employee may be terminated any time during their probationary period and shall have no appeal over such removal. Nothing herein prohibits the parties from mutually agreeing to extend the new hire probationary period when circumstances warrant such extension. Any termination during the probationary period may be appealed through the grievance procedure. Newly hired employees shall not be entitled to hospitalization benefits or AFSCME Care Plan benefits until the first day of the month after completion of sixty (60) calendar days of employment.

Section 2. Newly promoted bargaining unit employees will be required to successfully complete a promotional probationary period. The promotional probationary period shall begin on the date the employee begins receiving compensation for the duties of the promotion and shall continue for a period of sixty (60) calendar days thereafter.

Section 3. Newly promoted bargaining unit employees may return to their former position within the first twenty-one (21) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned by the Employer to their former position or similar position if the former position no longer exists, no sooner than twenty-eight (28) calendar days from the date the employee begins the new position, as defined in Section 2 herein, unless the health and safety of the employee or other employees is in question, or for reasons of economy.

Section 4. The Employer shall provide the Union with a notice containing the name, department, job classification and seniority date of any newly hired employee and/or the name, department, job classification, seniority date and effective date of promotion for newly promoted bargaining unit employees.

ARTICLE 9 - TEMPORARY TRANSFERS

Section 1. Any employee within the bargaining unit who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than is the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary level of the higher position which will guarantee the employee a minimum of a three per cent (3%) increase in wage or if the position is within the

Section 7 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 8 - PROBATIONARY EMPLOYEES

Section 1. Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Newly hired full-time bargaining unit employees may join the Union and file grievances from the date of hire; however, such employee may be terminated any time during their probationary period and shall have no appeal over such removal. Nothing herein prohibits the parties from mutually agreeing to extend the new hire probationary period when circumstances warrant such extension. Any termination during the probationary period may be appealed through the grievance procedure. Newly hired employees shall not be entitled to hospitalization benefits until the completion of sixty (60) calendar days of the probationary period. The AFSCME Care Plan benefits shall commence on the first day of the month following the initial date of hire.

Section 2. Newly promoted bargaining unit employees will be required to successfully complete a

promotional probationary period. The promotional probationary period shall begin on the date the employee begins receiving compensation for the duties of the promotion and shall continue for a period of sixty (60) calendar days thereafter.

Section 3. Newly promoted bargaining unit employees may return to their former position within the first twenty-one (21) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned by the Employer to their former position or similar position if the former position no longer exists, no sooner than twenty-eight (28) calendar days from the date the employee begins the new position, as defined in Section 2 herein, unless the health and safety of the employee or other employees is in question, or for reasons of economy.

Section 4. The Employer shall provide the Union with a notice containing the name, department, job classification and seniority date of any newly hired employee and/or the name, department, job classification, seniority date and effective date of promotion for newly promoted bargaining unit employees.

ARTICLE 9 - TEMPORARY TRANSFERS

Section 1. Any employee within the bargaining unit who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than is the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary level of the higher position which will guarantee the employee a minimum of a three per cent (3%) increase in wage or if the position is within the classification series for promotion the employee shall be paid at the appropriate step of that classification. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

This working level adjustment shall be for a period of **at least two (2) hours** in any day. Temporary vacancies created by vacation, sick leave, etc. will be filled according to 2 above. Employees who are assigned to work in a higher rated classification be paid the higher rate of pay. Employees assigned to work in a lower rated classification shall maintain their regular rate of pay.

Section 3. Temporary transfers of thirty (30) days or more shall be offered in descending order of seniority (i.e. most senior first) within the affected department providing the employee(s) is qualified to perform the work. Should all senior qualified employee refuse temporary transfer, the transfer shall be assigned in inverse order of seniority (i.e. the least senior qualified first) within the affected department.

Section 4. All temporary vacancies (including any part-time position) shall be posted and filled as provided in Article 11 of this Agreement except in those cases where there is a "back up position for the vacant position. Any temporary position filled from outside the department or bargaining unit must be posted.

Section 5. Notwithstanding any provision to the contrary in this Article or elsewhere in this Agreement, experience gained by junior employees or by temporary employees will not be considered when making promotional decisions if senior bargaining unit employees have not been given the opportunity to work the temporary vacancy (ies) upon which the evaluation of greater experience is based.

Section 6. Temporary vacancies may only be filled under this Article with the expressed approval of the Department Head or designee.

Section 7. Temporary positions shall be appointed for a maximum of thirty (30) working days and then shall be posted as a permanent position on the thirty-first working day. The temporary incumbent may remain in the position during the posting period. The time frames included in this Section 7 may be extended by mutual agreement of the Union and the Employer.

Section 8. In exigent circumstances (i.e. the need to immediately fill the temporary position) the parties shall meet and discuss the filling of the temporary position. The Employer shall maintain the right to fill the position without posting for a maximum of two (2) working days.

Section 9. Intra departmental transfers may be used to avoid a reduction in force. Employees effected in this manner shall maintain their current rate of pay. Transfers of this nature may be done on a voluntary basis or in accordance with the lay-off and recall procedure contained in this Agreement.

ARTICLE 10 - SENIORITY

Section 1. "Seniority" shall be computed on the basis of an Employee's uninterrupted length of continuous service with the Employer as defined in Article 4, Union Recognition. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. A newly hired employee shall have no seniority during their initial hire probationary period; however, upon successful completion of the individual's probationary period, seniority shall be computed from the last date of hire.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. The Employer shall post a seniority list once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 4. Seniority shall be lost when an employee:

- A. Quits or resigns and is not rehired within thirty-one (31) calendar days;
- B. Is discharged for just cause;
- C. Is absent without leave for five (5) or more consecutive work days, unless a proper notice or excuse for the absence is shown, or if no notice or excuse is given, then a satisfactory reason for the failure to provide the notice.
- D. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address, as shown on the Employer's record, unless a different date for return is otherwise specified.

ARTICLE 11 - VACANCY AND PROMOTIONS

Section 1. Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin boards for a period of seven (7) consecutive work days. The notice shall contain the following information:

- A. Position Classification Title
- B. Rate of Pay
- C. Department, shift, area of vacancy
- D. Brief description of job duties
- E. Qualifications for the position as established
- F. Effective date and expiration date of posting

During the posting period, any bargaining unit employee (**including those on layoff**) wishing to be **considered for the position** must file a written application (Appendix D) to the Employer for the vacant position. The Employer shall not be obligated to consider any application submitted after the posting.

All applications timely filed shall be reviewed by the Employer and the vacant position will be filled within the twenty-five (25) **work** days from the expiration date of the notice vacancy.

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 all departments.

Section 2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for a maximum of thirty (30) **work** days pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3. All timely filed applications shall be reviewed considering the following criteria: qualifications, as established by the job description and/or necessary for performance of the job; seniority; physical fitness; and ability. When establishing an employee's qualifications, the preceding criteria shall not be unreasonably, arbitrarily, or capriciously applied. **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 President) shall be present during each interview.**

Section 4. * The position shall be awarded to the employee who the Employer determines best meets the criteria in Section 3 of this Article. If two (2) or more employees are considered by the Employer to be relatively equal in meeting the criteria outlined in Section 3 of this Article, then seniority shall govern in the awarding of the position. Once the selection has been made, the Employer will notify all bargaining unit applicants of the name of the employee who was awarded the position or a notice stating that no one was selected. Part-time employees shall have their seniority prorated based upon the regularly scheduled hours. (e.g. The calculation for an employee who is regularly scheduled to work twenty (20) hours per week would be as follows: $20 \times 52/1040$. The resulting quotient shall then be multiplied by the total number of years of service and the resulting product is the part-time employee's total years of service.) This calculation shall be used for bidding purposes only.

Section 5. 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 6.

Any testing or interviewing for positions will be weighed as follows:

110 Maximum Points (if interviews and testing are conducted)

10 Points for the interview (if interviews are held)

40 Points for the test (if a test is held). The Union and Management will meet to mutually agree upon a test and within a year's time will meet to determine any Fair and Valid Changes in Testing.

30 Points for Seniority on the following basis:

0-5 completed years: 10 points

6-10 completed years: an additional 10 points

11 or more completed years: another additional 10 points

30 Points for Attendance minus 3 points for any use of sick leave or leave without pay (which includes tardiness, early quits, emergency vacation, emergency comp time injury leave or any unexcused absences, but which does not include FMLA leave or bereavement leave). The time frame to determine points will be the one year prior to the date of the expiration of the job posting. Consecutive days off will count as one instance for points. (Example: An employee off for five consecutive workdays will lose 3 points)

ARTICLE 12 - LAYOFF AND RECALL

Section 1. Whenever the Employer determines that layoffs are necessary, due to lack of work or lack of funds, the Employer shall notify, in writing, at least ten (10) work days prior to the effective date of the initial layoff(s), the affected employee(s) with a copy of said notification to the Union. Prior to notification to the affected employee(s), the Employer shall meet with the local union representatives to discuss the impact of layoff(s) on bargaining unit employees and possible alternatives to layoff(s). 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 2. Employees in positions affected by such actions shall be laid off in the following order:

- A. Temporary employees (including part-time and seasonal)
- B. Probationary employees
- C. Permanent employees in the inverse order of their seniority, as defined in Article 10 - Seniority.

Section 3. Full-time employees who are affected by a layoff may exercise their seniority to displace a less senior employee according to the following schedule:

- A. A less senior employee within the same classification of 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 (**A, B, or C**), provided the affected (the bumping employee) 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. **A less senior employee in a lower rated or lower paying classification within the whole bargaining unit, provided the 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.**
- D. **The Custodial Worker classification shall have a minimum of three positions after layoff.**

Affected employees shall provide written notice within one (1) work day following the date of notification of layoff or the date the employee was notified by the Employer of a senior employee's desire to bump them, on the agreed upon form (Appendix E). Such notice shall be given to the affected employee's immediate supervisor. The supervisor shall inform the affected employee within one (1) work day 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. Employees shall retain recall rights for a period of twenty four (24) consecutive months following the effective date of layoff.

Employees who have bumped down to a lower paid classification but are temporarily assigned to their former classification will be paid the hourly rate applicable to the step they held in their former classification for any work they perform in that classification. If the employee works less than one hour in the former classification, he/she will be paid for an hour at the former classification's applicable rate.

Section 4. When the Employer determines that a recall(s) is necessary, the following procedure shall be followed:

If the vacancy(s) occurs in a classification in which an employee with recall rights was laid off, employee(s) shall be recalled in order of seniority (most senior employee first) and each employee thereafter in the same manner.

If said employee(s) as defined above fail(s) to respond, or if additional vacancies occur in the classification affected by the recall, then such positions shall be posted in accordance with Article 11 - Vacancy and Promotions. Active employees (for the purpose of this Article is an employee who is currently performing work and is receiving compensation from the Employer), shall be reviewed for posted positions provided the active employee complies with the provisions of Article 11 - Vacancy and Promotions.

Section 5. Notice of recall from layoff shall be sent to the recalled employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. In the event of a recall as described herein, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 7. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation leave as quickly as possible but no later than twenty (20) calendar days from the effective date of the layoff.

Section 8. Should an employee who is affected by layoffs as described herein be on approved sick leave at least twenty-one (21) days prior to the notice of layoff as provided in Section 1, herein, said employee shall be laid off in accordance with the provisions of this Article. It is understood, however, that said employee shall be able to use all accrued but unused sick leave to the employee's credit at the time employee was granted the use of sick leave. Sick leave payments shall continue until the employee is certified to return to work as provided by a licensed physician's statement or until all accrued but unused sick leave is exhausted.

Employees affected by the provision of this Section shall provide medical documentation as to their medical condition to the Employer on a weekly basis. Failure to comply with the provisions of this Section shall result in termination of sick leave payments.

ARTICLE 13 - HOURS OF WORK

Section 1. Normal Hours. The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time. Any changes in starting or quitting times shall be for operational reasons and shall not be arbitrary or capricious. Proposed changes to starting or quitting times shall first be discussed with the Union thirty (30) days before implementation and shall conform with the notification of schedule change language contained in Section 4 below.

Section 2. Work Week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Departmental Work Rules.

Section 3. Work Day. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift.

Section 4. Work Schedule. Work schedules, employees' shifts, work days and hour shall be posted on bulletin boards, available to employees concerned in the work schedule. These postings shall be for a four (4) week period. Changes in an employee's starting or quitting time can only be made by the Employer if the Union has had the opportunity for input (see Section 1 above) and the employee has been notified in writing two (2) weeks prior to the implementation of said change. With the exception of starting or quitting times, the work schedule shall not be changed until the Employer and the Union have reached a mutual agreement on said change.

Section 5. Work Week Preference. An employee may exercise his department seniority to transfer from one work week to another work week within his classification and location. When an opening occurs, the Employer shall post a notice of the opening and the work week involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by the Employer, with a copy provided to the employee) for the posting opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application.

Section 6. Shift Preference. An employee may exercise his job classification seniority to transfer from one shift to another shift within his classification within his location. When an opening occurs, the Employer shall post a notice of the opening and the shift involved for five (5) consecutive workdays. During the posting period, such employees must make written application (on forms provided by the Employer, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application for said opening.

Section 7. Lunch All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

Section 8. Rest Periods. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. Rest periods will be scheduled by the supervisor.

Section 9. When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, the employee shall receive a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

ARTICLE 14 - OVERTIME / ON CALL / CALL-OUTS

Section 1. The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Reasonable requests for overtime shall not be refused. The Employer shall assign the overtime work to employees within the same classification within the same shift involved, in the inverse order of seniority, commencing with least senior.

Section 2. The Employer shall make an equitable distribution of overtime on a current basis among employees within the same classification, within the same unit, within the same shift.

Section 3. A record of all overtime hours worked by each employee shall be recorded on a list by

classification and shift by the supervisor. All employees may review the list at reasonable times. All overtime hours shall be recorded daily.

Section 4. All employees in the job classifications covered by this Agreement shall receive time-and-one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week during the period provided in Article 13, Section 2.

Section 5. All employees in the job classifications covered by this Agreement shall receive time-and-one-half (1 ½) their regular rate of pay for all hours paid in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of his next shift.

Section 6. All paid holiday, paid vacation, and approved paid personal leave hours shall be counted as hours worked for the purpose of computing overtime. For example, if an employee regularly works Monday through Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time-and-one-half (1½) for all hours worked on Saturday.

Section 7. Any and all overtime provided by this Article shall be paid or earned as compensatory time at the option of the employee. Compensatory time earned in lieu of overtime payment may be "banked" to a maximum of sixty (60) hours at any time during a calendar year. Any excess shall be automatically paid as cash at the appropriate overtime rate and any balance at the end of the calendar year shall automatically be paid as cash no later than the second (2nd) pay period of the following calendar year. No compensatory time balance may be carried over into the following year.

Section 8. Call-out time is defined as being recalled to work after the employee clocked out for the day for thirty (30) minutes or more and has left work. Minimum pay for such call-out time shall increase based upon the number of hours that have elapsed since the employee clocked out for the day:

- A. Employee recall between thirty (30) minutes and two (2) hours after clock out 2 hours pay*
- B. Employee recall more than two (2) hours after clock out 4 hours pay*
- C. Employees called out to work less than two (2) hours prior to scheduled starting time 2 hours pay*
- D. For pay purposes time for the call out commences with the time of the initial call out for all effected employees. i.e. If the initial employee is entitled to a minimum call of 2 hours all effected employees are entitled in the same way. Pay for all employees commences with the first call.

*All pay shall be at a rate of time and one-half for all such call-outs, or actual time spent at the rate of time and one-half (1-1/2) whichever is greater.

Section 9 Pager/On-Call Status. Should employees of the Service-Maintenance departments be required to remain in an "on-call" status the following procedures shall be used for such assignment:

- A) The "on-call" assignments shall commence with the bargaining unit employee in each affected department, who has the least amount of overtime hours as of August 1, 1999, and shall be rotated in inverse order of overtime amounts.
- B) Employees who are assigned as "on-call" shall be qualified to perform the necessary tasks required and/or be qualified to assess the nature of an emergency situation and call the necessary additional employees to the scene.
- C) It shall be left to the sole discretion of the Department Supervisor or designee to invoke "on-call" status affecting the employees within a department. Such on call assignments shall require a minimum of forty-eight (48) hours advance notice.
- D) Employees who are "on-call" shall make themselves available to respond to any call within thirty (30) minutes of receiving the call. Availability shall be maintained by leaving a viable telephone number with the authority responsible for dispatching the on call employee and remaining available at that number until such time as notification of change is given to the authority.
- E) Employees who are assigned as "on-call" shall be compensated at the rate of twenty-five dollars (\$25.00) of additional pay for each weekday period the employee is on call, at the rate of thirty-five dollars (\$35.00) per day for each day of a weekend and fifty dollars (\$50.00) for each holiday. Should the "holiday on-call" period include a weekend the employees shall receive fifty dollars (\$50.00) per day for each of those additional days.
- F) Failure to respond to a call, without good reason (as determined by the employer), when assigned as an "on call" employee may result in the forfeiture of "on call" pay and may be the basis for progressive disciplinary action in accordance with Article 19 of this Agreement. Should an employee become ill or for any other reason be unable to complete the "on call" assignment, it is the responsibility of the employee to notify the supervisor or designee and the assignment shall be given to the next available employee.
- G) No employee shall be mandated to be on call so long as there are a sufficient number of employees willing to accept the on call assignment. Should an insufficient number of employees be available, the assignment of the "on call" duty shall be made in inverse order of seniority.

ARTICLE 15 - SICK LEAVE/PERSONAL LEAVE

Section 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, and sick leave, but not during a leave or absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or sick leave without pay.

Section 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 would have otherwise been scheduled to work. Sick leave payment shall not exceed normal scheduled work day or work week earnings.

Section 4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
- B. Illness or injury of the employee or a member of his immediate family.
- C. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days). However, three (3) days of this bereavement leave amount shall be paid but not charged to an employee's sick leave.
- D. Medical, dental or optical examinations or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours. Appointments under this section shall be scheduled at the beginning or the end of the workday if possible. Time off shall be approved for the duration of the appointment, including travel time.
- E. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- F. Pregnancy, childbirth, adoption and other conditions related thereto.
- G. Definition of immediate family: 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, a legal guardian, **foster parent**, other person who stands in place of a parent (loco parentis), **or a person for whom the employee stands as a 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 5. Evidence of Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 6. Notification by Employee. When an employee is unable to report 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 that he is scheduled to report to work in 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.

Section 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 will result in dismissal and refund of salary or wage paid.

Section 8. Physician Statement. If medical attention is required, the employee will be required by the Employer to furnish a statement from a licensed physician that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

Section 9. Family and Medical Leave Policy. 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 1,250 hours over the previous twelve (12) month period, may be eligible for up to twelve 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), 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 that makes the employee unable to perform his job duties.

A request for Family Leave, along with appropriate medical certification when requested due to a serious health condition, should be submitted thirty (30) days in advance when the leave is foreseeable or with as much advance notice as is possible. A medical certificate verifying the employee's fitness for duty must be submitted prior to the employee's return if the leave is for personal illness or injury.

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, then the employee may request additional leave which shall be granted solely at the discretion of the County Commissioners or appropriate official.

The Employer may require a medical evaluation (second and third opinions) at the Employer's expense to support the employee's request for extended leave and a Fitness for Duty Report to return to work, where applicable.

The Employer will continue an eligible employee's health coverage under the Agency's group health plan during 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 that their options for continued Health Insurance coverage under COBRA are applicable.

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 circumstances beyond the employee's control.

Family Leave need not be for twelve (12) weeks consecutively, but in no case can Family Leave exceed twelve (12) weeks in a twelve (12) month period, twelve (12) months being calculated from commencement of leave.

Employees returning to work from approved Family Leave will be returned to their previous position or a similar position if the employee's position no longer exists, or unless a reasonable accommodation is made consistent with the provisions of the American Disabilities Act.

Intermittent leave or a reduced leave schedule will only be approved when certified as medically necessary. An employee approved for intermittent or reduced leave may be transferred by the Employer to an available alternative position with equivalent pay and benefits for which he is qualified.

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 10. Physician Examination. The Employer may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer.

If, based upon all available medical evidence, the Employer determines that the employee is not qualified, the employee may be placed on a disability leave or unpaid sick leave.

Section 11. The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to his credit upon his re-employment in the public service provided he has not received compensation for unused sick leave at the time he separated from his previous service and further provided that such re-employment takes place within ten (10) years of the date on which the employee was terminated from public service. This Section shall not apply to employees hired after 12/31/93.

Section 12. The Employer shall continue to notify all employees of their accumulated sick leave credits every two (2) weeks.

Section 13. Employees covered by this Agreement shall be entitled to use up to one (1) day of accumulated but unused sick leave per contract year and one (1) additional day not charged to sick leave for personal leave. Effective August 1, 2003 Employees shall be entitled to two (2) days of personal leave separate and apart from sick leave. Except in the case of an emergency, an employee must submit, in writing, to their immediate non-bargaining unit supervisor a request at least forty – eight hours prior to the date of said 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 (2) or more employees request similar time periods, such request may be granted on the basis of seniority. Should an employee not use personal leave, such leave shall be credited to the employee's accrued but unused sick leave.

Section 14 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.

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 provenance 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 Employer requesting such leave shall have no course of action against any employee or their representatives for the denial of donation.

ARTICLE 15A - ATTENDANCE

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 19 of the Collective Bargaining Agreement.

For the purposes 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 patterns 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 effect 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 purposes 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".

ARTICLE 16 - SICK LEAVE CONVERSION

Section 1. Retirement. Any employee having a minimum of ten (10) years service who retires under the applicable pension plan for Employer shall at the time of retirement receive a lump sum payment for accumulated but unused sick leave to a maximum of seven hundred twenty (720) hours. Such payment shall be based on the employee's rate of pay at the time of retirement.

In the event a bargaining unit employee with ten (10) or more years of service with the Employer dies while employed, the Employer shall pay the deceased employee's estate the above-referenced payment.

Any employee who retires under the applicable pension plan for Employer shall, at the time of retirement, receive a lump sum payment for accumulated but unused vacation leave to the maximum amount allowable (3years) under Article 21, Section 6 of this Agreement.

Section 2. Conversion of Sick leave and Vacation

A. In lieu of a portion of the maximum severance pay allowable in Section 16.01 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.

B. 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.

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

D. 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 a year shall include twenty-six (26) 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.

E. 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 than current hourly rate of pay.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. The Employer may grant to employees of the bargaining unit the following types of leave of absence: service-connected injury, unpaid sick leave, disability, educational, maternity, parental and personal. A leave of absence shall be requested and authorized on a form designated by the Employer.

Section 2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

Section 3. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually

being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 4.

- A. All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing on forms to be provided by the Employer and with approval of the department head and/or the appointing authority.
- B. Unless otherwise provided for, 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 and by and through approval of the department head and/or the appointing authority.
- C. When an employee returns to work after any leave of absence, he will be assigned to the position which he formerly occupied.
- D. For purposes of ascertaining Employee seniority, service time, classification seniority and departmental seniority, an employee shall be given credit therefore for any periods of time during which he or she was rightfully on any of the leaves provided by this Agreement.

Section 5. Employer-paid hospitalization benefits shall continue in accordance with the Family Medical Leave Act and the Federal COBRA Law. Employer-paid hospitalization shall be continued for service connected disability (Worker's Compensation) for six (6) months commencing with the date of disability in accordance with Article 21, Section 6.

Section 6. 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 voice mail. 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.

ARTICLE 18 - MILITARY LEAVE

Section 1. 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 leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not exceeding a total of thirty-one (31) calendar days in one (1) calendar year.

Section 2. The employee is required to submit to the Appointing Authority an order or statement from the appropriate military commander as evidence of such duty. Upon the submission of such order the Employer shall authorize the military leave and the employee shall be paid his/her regular rate of pay for the normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time.

Section 3. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or otherwise enter military service.

Section 4. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 5. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 7. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Appointing Authority;
- B. A photostat copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay compatible with his physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. Sick Leave - that amount which had been accumulated at the time of entering service;
 - 2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;

3. Automatic salary adjustments; and
4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 19 - DISCIPLINARY PROCEDURES

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

Section 2 Disciplinary action may include:

- a. Verbal warning.*
- b. Written warning.
- c. Suspension without pay.
- d. Reduction in pay or position, or
- e. Discharge from employment.

*Note: There will be written documentation of the issuance of verbal warnings placed in the file of the individual.

Section 3.

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

Section 4. All records of disciplinary actions shall cease to have force and effect two (2) years after the effective date of the disciplinary action, provided that no intervening disciplinary action for related violations has occurred.

Section 5. Each employee of the bargaining unit may inspect his or her personnel file as maintained by the Employer during any reasonable time, not to exceed twenty (20) minutes, provided such request is made to the authorized designee of the employee in writing at least twenty-four (24) hours in advance and does not interrupt the work of the employee.

Section 6. Disciplinary Conference

- A. Whenever the Employer determines that an employee may be suspended or discharged, a pre-disciplinary conference will be scheduled.

- B. No less than five (5) work days prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:
- C. Appear at the conference to present an oral or written statement in his/her defense;
- D. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- E. Elect in writing to waive the opportunity to have a pre-disciplinary conference.
- F. At the pre-disciplinary conference, the Employer will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee.
- G. The employee or his/her representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The Employer shall provide a list of witnesses to the employee not later than five (5) work days prior to the pre-disciplinary conference.
- H. The employer or his/her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Employer, concluding as to whether or not the alleged conduct occurred and deciding what discipline, if any, is appropriate. A copy of the report will be provided to the employee within seven (7) days following the hearing.
- I. The pre-disciplinary conference will be administered by a designee who will be selected by the Employer and Union from a list mutually agreed to by both parties provided the designee is not a member of any bargaining units of the Employer.

Section 7. 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).

ARTICLE 20 - GRIEVANCE PROCEDURE

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

Section 2. If specific administrative agency relief of 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 (such as 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 3. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - In order for an alleged grievance to receive consideration under this procedure, the grievant must verbally identify the alleged grievance to his immediate supervisor within five (5) work days of the occurrence of the employee's reasonable knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide a verbal response within five (5) work days following the date on which the supervisor and the employee discussed the grievance.

Step 2 - If the grievance is not resolved at Step 1, the employee, with the appropriate Union Steward, shall reduce the grievance to writing and shall within five (5) work days from the date the supervisor provided the verbal response at Step 1, refer the grievance to the employee's supervisor at Step 2 of the grievance procedure. The employee's supervisor shall have five (5) work days from the date the grievance was received to schedule a meeting with the grieved employee and his Union Steward. The employee's supervisor shall investigate and respond in writing to the grievant within ten (10) work days following the meeting date.

It is understood by the parties that the appropriate supervisor, for this Section only, shall mean the office of the Trumbull County Commissioners, or Trumbull County Clerk of Courts, or Trumbull County Treasurer. The elected official or designee who has jurisdictional authority for the department or division in which the grievance originated shall provide written response.

The parties agree that any grievance with an economic impact upon the Employer, as defined herein, in order to become binding on the Employer, shall be signed by the Board of County Commissioners.

Step 3A - 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 3A of this Article may be waived by mutual agreement of the parties.

Step 3B - Arbitration - If the grievance is not satisfactorily settled in Step 2 or 3A, the Union may submit the grievance to Final and Binding Arbitration by providing notice to the Employer within thirty (30) days of the receipt of the written answer at Step 2 or 3A of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the last step reply.

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 (7th) shall be selected by mutual agreement of the parties.

Upon receipt of a request for arbitration, the Employer or his Designee and the representative of the Union shall meet within ten (10) working days following the request for arbitration to select an arbitrator from the permanent panel. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to selection. In the first instance of Arbitration, the aforementioned Arbitrators shall be assigned numbers and the first arbitrator to be used shall be selected by drawing of lots based upon these numbers, thereafter the Arbitrators shall be used on a "round robin" basis commencing with the next sequential number following the first selection. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. If a grievance is withdrawn from arbitration the moving party shall notify the other party of that fact within fifteen (15) days of the withdrawal.

The Arbitrator shall hold the arbitration promptly and issue his decision within forty-five (45) days following the close of the hearing. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his 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.

The Arbitrator shall be without authority to recommend any right or relief on alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance, or practices.

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 to the date the grievance was presented to the Employer at Step 1 of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided, except as provided herein, between the Employer and the Union. All costs directly related to the service of the Arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

An employee may have one (1) employee Union representative accompany them in Step 1 of the procedure, and no more than two (2) employee representatives accompany them in Step 2 of the procedure. The employee may have two (2) employee Union officials accompany them in Step 3, in addition to up to three (3) non-employee Union officials. Employee representatives, witnesses, and the Grievant shall lose no straight time pay as a result of the arbitration proceeding.

Section 5. All grievances must contain the following information to be considered and

must be filed using the grievance form (Appendix K) mutually agreed upon by both parties:

- a. Aggrieved employee's name and signature
- b. Aggrieved employee's classification
- c. Date grievance was first discussed and name of supervisor with whom the grievance was discussed
- a. Date grievance was filed in writing
- e. Date and time grievance occurred
- f. The location where the grievance occurred
- g. A description of the incidence giving rise to the grievance
- h. Specific Articles and Sections of the Agreement violated, and
- i. Desired remedy to resolve the grievance.

Section 6. A grievance may be brought by an employee covered by this Agreement.

Where a group of bargaining 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 process the grievance. Each employee who desires to be included in such grievance may be required to sign the grievance.

Section 7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 8. For purposes of this Article, work days shall be defined as those day upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party, and the work days of the Employer when the Employer is the responding party. However, it is understood that work days as provided in this Article shall not include Saturdays, Sundays, or holidays, including those of continuous operation.

Section 9. The Employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

Section 10. The Employer and the Union agree that employees covered by this Agreement have the right to present grievances and have them adjusted without the intervention of the Union representative(s) as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union representative(s) have the opportunity to be present at the meeting.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

Section 1. Job Descriptions

- A. The Employer shall furnish the Union with copies of job descriptions of all classifications in the bargaining unit.
- B. Whenever a change occurs in any job description, the Employer shall provide the affected employee and the Union a copy of the new job description.
- C. The Employer shall provide a copy of the job description to an employee who is hired, transferred, or promoted to a new or different job classification.
- D. No employee shall be regularly assigned to perform duties other than those properly belonging within their current classification.

Section 2. Contract Negotiations. During the negotiation period as provided herein, the Employer agrees to compensate up to four (4) bargaining unit Union representatives their regular straight time hourly rate of pay not to exceed four (4) hours per work day for time spent in negotiating sessions scheduled during an employee's regularly scheduled work hours. Such employee members whose work hours are outside the scheduled bargaining session meeting may be granted compensatory time in lieu of straight time pay, provided such compensation time does not cause an overtime situation.

Section 3. Mileage Employees using a personal vehicle while 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., gas, oil, all insurance, depreciation, etc.). 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 reimbursement only when travel has been prior authorized by the Employer/designee. No expense reimbursements are paid for travel between home and the employee's normal work location.

Section 4. Driver's License Checks Employees who are required by job description to hold a valid driver's license or who are on a list of authorized drivers or who drive their personal vehicles for County business must sign a wavier authorizing the employer to perform a driver's license check. Employees who are not required by job description to hold a valid license may refuse to sign the waiver but these employees shall not be permitted to drive a County vehicle or a personal vehicle for County business until such time as the check is performed. Other employees who refuse to sign the waiver may be subject to non-disciplinary demotion or suspension until such time as proof of a valid license is provided to the Employer.

The drivers' license checks are to be performed for the purpose of determining validity only. Information on the validity of the license may be shared by the Human Resource Department on a "need to know" basis only.

The checks will routinely be performed once each year but, at the discretion of the Employer, may be performed more often in instances of promotion or for probable cause.

Employees who lose their driving privileges will be placed in a non-driving position if available or placed on a non-disciplinary suspension until such time as the employee's driver's license is restored or the employee provides proof of Court ordered driving privileges. Employees placed on this non-disciplinary suspension may use accumulated paid leave until they are permitted to return to work.

Employees are required to report any suspension of driving privileges to the Employer as soon as such suspension is known.

Section 5. Vacations. Vacations shall be granted to full-time employees of the bargaining unit in accordance with the following schedule.

More than one year of service	Eighty (80) hours accruing rate of three and one-tenth (3.10) hours each bi-weekly pay period
Upon completion of seven (7) years or more of service	One hundred twenty (120) hours accruing at the rate of four and six-tenths (4.6) hours each bi-weekly pay period
Upon completion of Fourteen (14) years or more, but less than twenty-one (21) years	One hundred and sixty (160) hours at the rate of six and two-tenths (6.2) hours each bi-weekly pay period
Upon completion of Twenty-one (21) or more years of service but less than twenty seven (27)	Two hundred (200) hours accruing at the rate of seven and seven-tenths (7.7) hours each bi-weekly pay period
Upon completion of Twenty-seven (27) or more years	Two hundred forty (240) hours accruing at the rate of nine and two-tenths (9.2) hours each biweekly pay period

Employees shall not accrue vacation while on layoff.

Days specified as holidays in Article 23 shall not be charged to an employee's vacation leave. Vacation shall be taken in the year accrued and prior to the next recurrence of his/her anniversary date of his/her employment, provided that the appointing authority may allow accumulation and carry-over of vacation up to three (3) years. Provided further any employee hired subsequent to 12/31/93 shall be paid vacation only if he/she is regularly scheduled to work twenty-eight (28) hours or more per week.

Vacation shall be approved based on Employer-wide seniority.

Each employee may receive cash payment for up to two (2) weeks, in one week increments, of accumulated but unused vacation at the end of each calendar year. Requests for such payment shall be submitted to the employee's supervisor no later than the last pay period in November of each year.

Section 6. Service Connected Disability Employees with a service connected disability which is compensable under the rules of the State of Ohio Bureau of Worker's Compensation shall remain on the payroll, without loss of pay or benefit, for a period of up to one (1) year per injury or disability. Employees utilizing the provisions of this section shall file a worker's compensation claim with the

Bureau of Worker's Compensation for Medical Benefits only. If at the conclusion of the one year period the employee is still unable to return to work or has occasion to be off work due to the same disability or injury, the employee shall file to convert the claim to a "lost time" claim and shall sign an "agreement to reimburse" the County for all temporary total wage benefits acquired from the Ohio Worker's Compensation Bureau. This agreement to reimburse shall be in effect until such time as the first Temporary Total (TT) benefit check is received by the employee. Upon receipt of the first TT check the County shall remove the employee from the payroll, however the Employer agrees to continue to provide medical benefits for an additional six (6) months. For the purposes of calculating the duration of benefits under this section 6, it is specifically understood that the total amount of benefit period for wages is 12 non-consecutive months per claim and that the total amount of time for medical benefits is eighteen (18) non-consecutive months within a three (3) year period from the date of the initial claim. Use of this benefit in periods of thirty (30) days or less shall not toll against the total time available for medical benefits but shall count against the time for wages. In order to qualify for benefits under this Section 6, the employee must sign a subordination of claim agreement with the Employer. Light duty shall be made available as an option for all employees with a service connected disability, if such work is available.

Section 7. Life Insurance. The Employer agrees to provide, at no cost to the employee, thirty-five thousand dollars (\$35,000.00) AD & D Life Insurance for employees of the bargaining unit, and three thousand five hundred dollars (\$3,500.00) paid-up life policy for retirees.

Section 8 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.

ARTICLE 22 - JURY DUTY/WITNESS LEAVE

Section 1. A bargaining unit employee summoned for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated for the difference between his regular pay and jury duty or witness pay for work absences necessarily caused by the jury or witness duty. The employee shall provide the Employer with a copy of the summons or subpoena when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons or

subpoena. All employee granted such leave will notify the Employer immediately upon completion of the jury duty obligation.

Section 2. The employee must present the Employer verification of the amount of compensation received for the jury duty or witness leave in order to be eligible for the difference between such jury duty or witness pay and the employee's regular straight time hourly rate of pay.

Section 3. On days when an employee is released early from their jury duty obligation, he shall report to work in order to complete his regularly assigned shift, provided at least four (4) hours of work remain.

Section 4. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may use vacation time or leave of absence without pay. Such instances would include, but

are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian or juveniles.

ARTICLE 23 - HOLIDAYS

Section 1. Employees of the bargaining unit as defined herein shall be entitled to the following paid holidays:

New Years Day (1st day of January)
Martin Luther King Day (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (May 30th)
Independence Day (4th day of July)
Labor Day (1st Monday of September)
Columbus Day (2nd Monday in October)
Veteran's Day (11th day of November)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving Day
Christmas Eve (24th day of December)
Christmas Day (25th day of December)
New Year's Eve (31st of December) Four (4) hours

Section 2. In the event that 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 Sunday, the Monday immediately succeeding shall be observed as the holiday. In the case of New Year's Eve and Christmas Eve these days shall be observed on the work day immediately preceding the day that New Year's day and / or Christmas Day is observed.

Section 3. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one-and-one-half (1-1/2) times the employee's straight time hourly rate in addition to holiday pay provided in Section 4.

Section 4. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday, provided that the employee shall work his last scheduled day prior to the holiday and the first scheduled day following the holiday, unless the employee was unable to work due to illness or injury as verified, in writing, by a licensed medical practitioner.

ARTICLE 24 - RULES AND SCHEDULES

Section 1. The Employer agrees that to the extent that any rules are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of their effectiveness. Such rules shall not violate law or any provision of the contract.

ARTICLE 25 - LABOR/MANAGEMENT MEETINGS

Section 1. Once each quarter, unless mutually agreed otherwise, during work time on a mutually agreeable day and time, the Employer or his designee shall meet with the Union. Each party is allowed three (3) representatives to discuss pending problems and to promote a more harmonious Labor/Management relationship.

Section 2. Agendas will be exchanged between the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Notify the Union of changes by the Employer which affect bargaining unit members prior to the effective date.
- C. Discuss grievances which have not 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 Union and/or its membership or to the Employer.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.

Section 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.

Section 4. The Union and the Employer shall create a committee for Health and Safety and a committee to review and expedite hospitalization claims (Hospitalization Committee). Each committee shall be composed of three representatives from each party and shall meet as often as necessary.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

Section 1. The Union shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way in any strike, walkout, work stoppage or slowdown of its members at any operation or operations of the Employer for the duration of this Agreement.

Section 2. The Union shall cooperate with the Employer in continuing operations in a normal manner and

shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this contract, subject to possible disciplinary action and advise all employees to return to work at once.

Section 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 27 - CONTRACTING OUT

Section 1. The Employer agrees that work normally performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor, provided that employees in the bargaining unit are available and there is available the required equipment, and the task to be performed may be performed efficiently within the required time to complete such task or project. The Employer shall not contract work normally done by bargaining unit employees on layoff status.

ARTICLE 28 - UNION MEETINGS

Section 1. The Union official whose attendance is required at a Union function, meeting or convention shall be granted time off to attend such functions on behalf of the Trumbull County Employees Union, provided a reasonable advance notice is given to his Employer. Such leave shall total not more than five (5) work days: two days paid by the Employer and three (3) days of unpaid leave, vacation, compensatory time or personal time in any combination of aforesaid leaves as applied for by the Union official.

ARTICLE 29 - JOB RECLASSIFICATION/NEW 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's Classification Committee to review the classification assignment and rate of pay for the changed or new position.

A joint investigation and/or audit shall be conducted as necessary to accurately prepare a valid job description. The department head, the Union and 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).

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

The final updated or new job description shall be submitted to a joint committee comprised of three (3) management representatives and three (3) Union representatives who shall meet within ninety (90) days of the submission of the job description unless the parties mutually agree to extend the time frame. The committee shall evaluate the job description and based upon the duties contained therein make a "Fair Market Value"

comparison of like classifications with the previously agreed upon jurisdictions contained in the original job study proposal. A minimum of five (5) of the aforementioned jurisdictions must respond to the request for information before the committee can make any fair market recommendations. New jobs evaluated in this manner shall be placed on the Trumbull County Pay Schedule in the pay range which is the closest fit to the median pay rate provide by the responding parties.

For reclassification of existing jobs the procedure outlined above shall be followed subject to the following conditions:

1. Either party may provide a list of classifications to be reevaluated every eighteen months.
2. If the Employer desires to reevaluate a position the Union may submit additional classifications within the same division or department for revaluation.
3. No more than fifty per cent (50%) of the total classifications may be reviewed during the life of the collective bargaining agreement.
4. Once a job is reviewed it may not be resubmitted for reevaluation during the term of the contract.
5. "Red Circle" and "Green Circle" rates shall apply to all classifications reevaluated in the manner outlined in this Article 29. In cases where an increase in wages is applicable those employees shall be placed at the appropriate step of the new pay range. Should it be found that a position is overpaid, the position rate shall be appropriately adjusted however the incumbents shall be "red circled" at their current wage and shall receive fifty per cent (50%) of any negotiated wage increase until such time as the current rate and the red circled rate cross.

If the committee cannot agree, by a majority opinion, to a final assignment of wages, the issue may be submit to final and binding arbitration. The arbitrator shall be limited in his review to the job description, any reports issued as the result of an investigation and the reevaluation system agreed to by the parties. Such arbitration requests shall be collected and taken to one arbitration hearing in October of each year. The cost of such arbitration shall be shared equally by the parties. Any wage adjustments awarded shall be retroactive to the date each grievance was processed to arbitration. (Date Employer is notified of the intent to arbitrate.)

Based upon the pay rate ultimately agreed upon or assigned by the arbitrator, the position shall be assigned to the appropriate pay range contained within the collective bargaining agreement. Step assignments will be based upon years of service with the County.

ARTICLE 30 - SUPERVISORY WORK

Section 1. No supervisory personnel shall perform work normally done by the bargaining unit employees when such bargaining unit employees are available, except in the event of an emergency as determined by the proper officials of the County or as historically practiced in the interest of Employee training.

ARTICLE 31 - MODIFICATION

Section 1. Amendments and modifications of this contract may be made by mutual written agreement of the parties to this contract.

ARTICLE 32 -SUPPLEMENTAL COMPENSATION

Section 1. EPA Licenses. For each license in the field of work that is required for the Employee's present position, an increase in compensation for earning EPA licenses in all fields of operation as follows:

- Wastewater Class I or Water Distribution Class I: \$0.50/hour**
- Wastewater Class II or Water Distribution Class II: \$0.83/hour**
- Wastewater Class III or Water Plant Class I: \$1.16/hour**
- Wastewater Class IV or Water Plant Class II: \$1.50/hour**
- Water Plant Class III: \$1.50/hour**

These license incentives shall be paid only for hours actually worked.

Section 2 Longevity Pay 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 (5th) year of service and continuing through the tenth (10th) 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 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 4. Shift Differential There shall be a shift differential rate of thirty cents (\$0.30) per hour per hour for the afternoon turn, and forty cents (\$0.40) per hour the midnight turn. Shift differential is payable only to those employees working twenty-one (21) shift rotations.

Section 5. Hazardous Duty Pay. Operational Personnel of the Sanitary Engineer's Department, Vehicle Maintenance Department, the Air Quality Department, Dog Pound and Maintenance Department shall be paid hazardous duty pay in the amount of **thirty cents (\$0.30)** per hour.

Section 6. Other Certification Building Inspectors who attain specialized inspections certifications and/or licenses (e.g. Electrical Certification, HVAC Certification, Plumbing Certification etc.) shall receive an additional **fifty cents (\$0.50)** per hour for each additional license/certification obtained. **Employees who have a Boiler license shall receive an additional fifty cents (\$0.50) per hour. The Building Inspector and Boiler incentives shall be paid only for hours actually worked.**

CDL License The Employer shall pay the difference in renewal fees between the cost of a Commercial Driver's License and an Ohio State Motor Vehicle Operator's license. In order to qualify for this payment the Employee must be required by Job description to hold a valid CDL.

ARTICLE 33 - BULLETIN BOARDS

Section 1. The Employer agrees to provide space on designated areas on existing bulletin boards in each Department covered by this Agreement for use by the Union. The Employer shall not be obligated to purchase bulletin boards for the Union's use.

In the event the Employer opens a new facility(ies) that is staffed with a reasonable number of employees covered by this Agreement and the Employer determines that bulletin boards are necessary, the Union shall be provided space on designated bulletin boards for use as described herein.

Section 2. All union notices which appear on the bulletin boards shall be signed, posted and removed by the local union president or designee during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's/designee's prior approval:

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

All other notices of any kind not covered A through G above must receive prior approval of the Employer or the designated representative. It is also understood that material shall be reviewed before posting on the Union bulletin boards at any time which contain reporting, commentary, endorsement, criticism or attacks on and/or favorable comments regarding a candidate for or an incumbent of a public office or public issues or for office in any employee organization.

Section 3. No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 4. If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to immediately remove the document in question. Should a Union official not be available to remove the document in question, the Employer shall immediately remove the document in question.

ARTICLE 34 - TOOLS, UNIFORMS, PROTECTIVE CLOTHING

Section 1. The Employer shall continue its practice to provide proper tools, present uniforms, normal foul weather gear and protective clothing as per practice presently being observed. The Employer shall no longer be responsible to provide uniforms when the existing uniform service contract expires during the term of the 2002-2005 collective bargaining agreement and hence forth from that date. Until the expiration of the current uniform service contract, employees who have ordered uniforms shall have the option as to what piece of the uniform to wear. **Local 2493 union representatives and their managers will meet to determine which employees shall**

be provided uniforms and what type the uniforms shall be.

ARTICLE 35 - 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.**

1. Annual "up front" deductibles shall be to \$200.00 single subscribers and \$400.00 family subscribers
2. The Annual "maximum out of pocket" expense for each employee shall be \$600 for single subscribers and \$1200 for family subscribers
3. 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 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.
4. **Prescription Drugs** Effective 1/1/2003 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 35. 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 employees the net amount of any Plan over runs. (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
5. 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.
6. **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 benefit levels shall occur without first meeting with the Union and in accordance with Section C of this Article 35. **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.

7. Effective no earlier than 7/1/07, the employee share of health care premiums shall be ten per cent (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.

8. 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.
9. **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:

1. 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.
2. Suggesting changes in coverages and plan design, but adhering to the language below.
3. 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:

- i. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- ii. The two (2) representatives will mutually agree on a neutral third representative.
- iii. 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.
4. 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.
5. 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 the 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 dollars fifty dollars (\$150.00) per month for waiver of family plan and seventy five (\$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:

<u>Effective 8/1/02</u>	
Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 2	\$ 26.00
Total Amount	\$ 33.25

<u>Effective 8/1/2006</u>	
Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 49.00
Prescription Drug Card	\$ 133.00
Total Amount (8/1/2006)	<u>\$189.25</u>

<u>Effective 1/1/2007</u>	
Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 49.00
Prescription Drug Card	\$140.00
Total Amount (1/1/2007)	\$196.25

<u>Effective 1/1/2008</u>	
Vision Care	\$ 6.75
Hearing Care	\$.50
Dental Level 3	\$ 49.00
Prescription Drug Card	\$150.00
Total Amount (1/1/2008)	<u>\$206.25</u>

<u>Effective 1/1/09</u>	
Vision Care	\$ 6.75
Hearing Care	\$.50
Dental Level 3	\$ 56.00
Prescription Drug Card	\$150.00
Total Amount (1/1/2008)	<u>\$213.25</u>

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

Section 5. 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 Section 4, Article 35 - Miscellaneous Provisions.

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

ARTICLE 36 - WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency such as an act of God, riot, flood, civil disorder, but excluding strikes and other similar work stoppage acts, the following conditions of the contract shall be automatically suspended without recourse from the Union upon declaration of said emergency in writing by the Trumbull County Board of Commissioners.

- A. Time limits for Employer replies to grievances.
- B. All work rules and/or contracts and practices relating to the assignment of work to all County employees.
- C. Limitations and distributions of overtime.

Section 2. At the conclusion of such declaration of state of emergency, all above requirements suspended above shall be reinstated.

ARTICLE 37 - WAGES

Section 1. The parties agree that the rate of pay for bargaining unit employees shall be in accordance with Appendix F herein. Appendix F 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 years. All classifications and pay ranges shall be subject to all steps on the new pay plan. The modified pay plan shall be effective and retroactive to August 1, 2002 and all employees shall be placed on the appropriate step of the new pay plan effective 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. Herein after Employees hired in Pay Range 1 shall be automatically advanced to Pay Range 2 after the completion of six (6) months of employment.

Section 2. Each bargaining unit employee shall receive proper placement on the salary schedules contained in Appendix F for 2002, 2003 and 2004. Such placement will be according to range as listed in Appendix C.

Section 3. 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 per cent (9%) of 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 4.

Effective January 1, 2007, all steps of all wage rates contained in Appendix F 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 F 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 F 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.

ARTICLE 38 - SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this Agreement comply with all applicable law(s) and legal status.

Section 2. If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable or not in accordance with applicable statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any

provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable status, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of attempting to negotiate a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor Agreement.

ARTICLE 39 - DURATION OF AGREEMENT

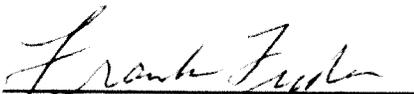
Section 1. This Agreement shall be effective as of August 1, 2006 and shall remain in full force and effect until July 31, 2009.

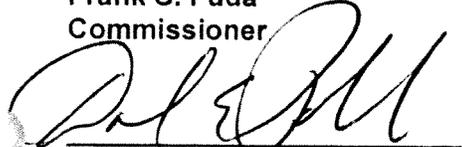
Section 2. The parties agree the rate of pay as reflected in Appendix F and the PERS pickup shall be paid pursuant to Article 37, Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 2007.

FOR THE TRUMBULL BOARD OF COUNTY COMMISSIONERS


Paul E. Heltzel
Commissioner

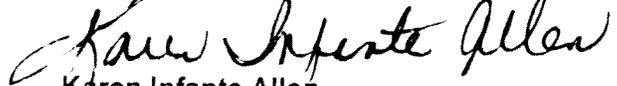

Frank S. Fuda
Commissioner

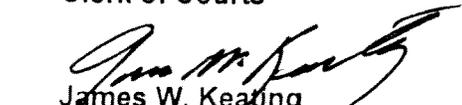

Daniel E. Polivka
Commissioner

FOR THE TRUMBULL COUNTY TREASURER


Christ Michelakis
Treasurer

FOR THE TRUMBULL COUNTY CLERK OF COURTS


Karen Infante Allen
Clerk of Courts


James W. Keating
Personnel Director

FOR LOCAL 2493 AFSCME, AFL-CIO


Diane Namish
President, Local 2493


Tom Elder


Greg Delrosso


Shara Taylor

FOR OHIO COUNCIL 8, AFSCME, AFL-CIO


John U. Filak
Regional Director

MEMO OF UNDERSTANDING

**Trumbull County Commissioners, Trumbull County Clerk of Courts, Trumbull
County Treasurer**

And

AFSCME Local 2493

And

AFSCME Ohio Council 8, AFL-CIO

June 9, 2010

RE: Amendment to Term of Agreement*

It is hereby agreed by and between the Board of Trumbull County Commissioners, Trumbull County Clerk of Courts, and the Trumbull County Treasurer, 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:

The parties agree that the current Collective Bargaining Agreement which expires on July 31, 2010 will "roll over" in its entirety for a period of one (1) year.

The new expiration date will be July 31, 2011.

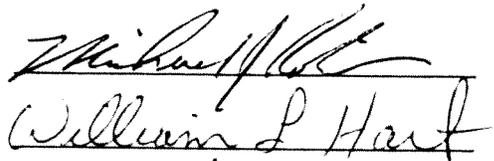
All terms and conditions of the CBA shall remain in full force and effect including those modifications carried over from the extension of 2009.

For the County

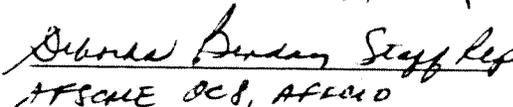


Date June 9, 2010

For the Union



William L. Hart



Deborah Sunday
AFSCME OC8, AFL-CIO

*Subject to the ratification of the membership and approval of the Employer

APPENDIX "A"

Section 1. The following classifications are intended to represent the original bargaining unit as recognized on April, 1984:

Sanitary Engineer Department

Chief Operator
Plant Operator in Charge
Chief Operator Water
Plant Operator
Maintenance Crew Leader
Engineer Aide II
Sewer T.V. Technician
Maintenance Crew Member
Secretary V
Assistant Operator
Sewer T.V. Assistant
Plant Maintenance
Labor II
Clerk II
Janitor
Engineer Aide II
Draftsman
Engineer Aide I

Water & Sewer Billing Department

Account Clerk II
Account Clerk I
Clerk II
Senior Meter Reader
Meter Reader

Maintenance Department

Maintenance Repair Leader I
Maintenance Repair Worker
Plumber
Painter
Carpenter
Maintenance Supply Clerk
Custodian
Elevator Operator
Janitor Leader
Janitor
Janitor Aide

Commissioner's Office

Subdivision Inspector
Billing Clerk
Secretary II/Payroll Clerk
Receptionist/Typist

Dog and Kennel

Chief Deputy Dog Warden
Deputy Dog Warden
Pound Keeper
Office Clerk

Building Inspection Department

Heating Inspector
Deputy Inspector
Deputy Building Inspector
Clerk Secretary II

Boiler Room Department

Stationary Boiler Operator
Stationary Engineer

Garage Department

Chief Mechanic
Auto Worker
Mechanic

Nursing Home

Nurses Aide
Housekeeper
Cook I
Food Service Worker
Secretary
Clerk Typist
Recreation Director

Humane Society

Rep. Payee
1-2 Investigator
1 Investigator

Treasurer

Field Collector
Clerk
Re Per Bookkeeper

PBX
Office Tr.

Clerk of Courts

Head Bookkeeper
Sr. Journal Clerk
Filing Deputy
Senior Filing
Junior Filing Clerk
Clerk
Issue Deputy
Civil Cost Clerk
Senior Dealer Deputy
Sr. Floor Clerk Deputy
Floor Clerk Deputy
Senior Typist
Junior Typist
Mail Deputy
Deputy Clerk
Assistant Journal

Head Post I
Clerk Supervisor
First Teller
Bookkeeper Pers.
Teller Supervisor

APPENDIX "B"

Section 1. The following classifications are intended to represent the classifications excluded from the original bargaining unit as recognized on April 1, 1984:

Sanitary Engineer Department

Sanitary Engineer
Assistant Sanitary Engineer

Water & Sewer Department

Manager

Maintenance Department

None

Dog Kennel

None

Building Inspection Department

Chief Building Inspector

Boiler Room Department

None

Garage Department

None

Nursing Home

Nursing Home Administrator
Administrative Assistant
Nursing Director
Registered Nurse

Commissioner's Department

Clerk
Assistant Clerk
Risk Manager
Administrative Assistant II
Disaster Services Director

Clerk of Courts

Chief Deputy

Treasurer

Chief Deputy
Office Manager
Executive Secretary

Personnel Department

Personnel Director
Clerk-Typist

APPENDIX "C"

Unit "A" - Board of County Commissioners

	<u>Pay Grade</u>
Fleet Manager	12
Chief Mechanic	10
Accounts Payable Clerk/Sec	8
Auto Tech	8
Receptionist/Secretary	5
<u>Building Inspection</u>	
Electrical Inspector	9
Electrical Safety Inspector	9
Building Inspector	9
Assistant Chief Building Inspector	9
Secretary II	5
Chief Electrical Inspector	10
<u>Dog Kennel</u>	
Dog Warden	9
Chief Deputy Dog Warden	5
Deputy Dog Warden	4
Clerical Specialist	5
Pound Keeper	3
<u>Maintenance Department</u>	
Maintenance Repair Leader	11
Air Quality Control Leader	8
Air Quality Control Technician	9
Maintenance Repair Worker II	7
Maintenance Repair Worker I	8
Custodial Work Supervisor	9
Secretary/Receptionist	5
Custodial Worker II	2
Custodial Worker I	1
<u>Sanitary Engineer</u>	
Chief Operator (Water)	10
Chief Operator (Waste Water)	10
Water Operator	9
Water Operator in Charge	9
Wastewater Operator in Charge	9
Utility Operator	8
Treatment Plant Operator	8
Package Plant Operator	8
Maintenance Mechanic	8
Billing Supervisor	8
Accounting Supervisor	8

Plant Maintenance Worker	7
T.V. and Grouting Inspector	7
Sewer line Maintenance Crew Leader	7
MIU Technician	7
Service Investigator	7
Customer Service Rep.	7
Senior Engineer Tech.	8
Chemist	9
Engineering Tech.	6
Senior Meter Reader	6
Utility Account Clerk III	6
Sludge Process Worker	7
Draftsman	5
Utility Account Clerk II	5
Meter Reader	5
Utility Account Clerk Floater	5
Lab Technician	4
T.V. Grouting Assistant	4
Sewer line Maintenance Assistant	4
Utility Clerk II	4
Utility Clerk I	4
Custodial Worker	1 (after six months: 2)
Laborer	1 (after six months: 2)

Unit "B" - Clerk of Courts

Bookkeeper	7
Domestic Clerk Supervisor	6
Civil and Criminal Journal Clerk	5
Clerical Specialist/Bookkeeper	5
Special Issuing Clerk	5
Civil Motion Clerk	5
Clerical Court of Appeals Specialist	5
Criminal Clerk	5
Title Clerk II	5
Floater	5
Domestic Motion Clerk	4
Domestic Cost Clerk	4
Domestic Journal Clerk	4
Civil Cost Clerk	4
Assistant Motion Journal Clerk	4
Title Clerk I	4
Civil and Criminal File Clerk	3
Domestic Dissolutions Clerk	4
Domestic Wage Withholding	4
Domestic File Clerk	4
File Coordinator	3
Domestic Cost Clerk	4
Title File Clerk	3
Title File Clerk II	2

Unit "C" - Treasurer

Tax Clerk III	7
Head Cashier	9
Cashier II	8
Head Clerk	6
Account Clerk II/TIP	5
Delinquent Tax Investigator II	5
Tax Clerk II	5
Cashier I	5
Delinquent Tax Collector/Personal Property Tax	4
Account Clerk II	5
Delinquent Tax Investigator I	4
Tax Clerk I	3
TIP Counselor	3
TIP Clerk Counselor	4
Title Examiner	6
Appraiser	4
Tax Clerk Civil	4

APPENDIX "D"

APPLICATION FOR VACANCY

I, _____, wish to apply for the vacant position of
(Employee Name)

_____ in accordance with Article 10 -
(Position Classification Title)

Vacancy and Promotions.

Employee's Signature

Current Department

Date of Application

Signature of Supervisor

Date Received

cc: Employee

APPENDIX "E"

TRUMBULL COUNTY
NOTICE OF BUMPING

EMPLOYEE NAME:

EMPLOYEE CLASSIFICATION:

DEPARTMENT/BARGAINING UNIT:

DATE NOTIFIED:

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article 12 of the Collective Bargaining Agreement in order to bump _____ employee, _____ classification. I understand that this notice must be given within one (1) working day of my receipt of my layoff notice

Employee's Signature

Date Submitted

Received by (Supervisor)

APPENDIX "F"

LOCAL 2493,2007 SALARY SCHEDULE

PRU110		TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE										1/26/2007
		CONTRACT CODE: 001 AFCSME LOCAL 1943										
		CONTRACT DATE: 2007/01/01										
		TYPE: BOTH										
	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	19,137 9,2005	19,577 9,4601	20,030 9,7260	20,803 10,0014	21,389 10,2832	21,995 10,5745	22,514 10,8240	23,047 11,0803	24,140 11,6058	25,287 12,1572	26,491 12,7361	
RANGE 2	20,323 9,7707	20,897 10,0466	21,489 10,3308	22,096 10,6231	22,724 10,9250	23,370 11,2356	23,924 11,5019	24,492 11,7750	25,656 12,3146	26,879 12,9226	28,162 13,5394	
RANGE 3	22,087 10,6188	22,713 10,9197	23,357 11,2293	24,024 11,5500	24,709 11,8793	25,414 12,2183	26,020 12,5096	26,640 12,8077	27,912 13,4192	29,248 14,0615	30,650 14,7356	
RANGE 4	24,073 11,5736	24,761 11,9043	25,466 12,2433	26,195 12,5938	26,945 12,9543	27,718 13,3260	28,380 13,6442	29,060 13,9712	30,453 14,6409	31,915 15,3438	33,452 16,0827	
RANGE 5	25,549 12,2632	26,279 12,6341	27,033 12,9966	27,808 13,3692	28,606 13,7529	29,428 14,1481	30,133 14,4870	30,858 14,8356	32,340 15,5481	33,898 16,2971	35,533 17,0832	
RANGE 6	27,210 13,0817	27,991 13,4572	28,794 13,8433	29,621 14,2409	30,475 14,6514	31,353 15,0736	32,107 15,4361	32,879 15,8072	34,464 16,5692	36,127 17,3688	37,873 18,2082	
RANGE 7	29,423 14,1457	30,258 14,5519	31,141 14,9718	32,041 15,4043	32,965 15,8486	33,918 16,3067	34,736 16,7000	35,574 17,1029	37,292 17,9288	38,094 18,7962	40,891 19,7072	
RANGE 8	31,881 15,3274	32,802 15,7702	33,750 16,2260	34,727 16,6957	35,734 17,1798	36,769 17,6774	37,558 18,1048	38,569 18,5428	40,438 19,4413	42,400 20,3846	44,459 21,3745	
RANGE 9	34,191 16,4380	35,181 16,9139	36,200 17,4038	37,251 17,9091	38,333 18,4293	39,447 18,9649	40,403 19,4245	41,382 19,8952	43,392 20,8615	45,501 21,8755	47,717 22,9409	
RANGE 10	38,528 18,5231	39,646 19,0606	40,800 19,6154	41,988 20,1865	43,211 20,7745	44,472 21,3808	45,554 21,9010	46,663 22,4341	48,935 23,5264	51,323 24,6745	53,829 25,8793	
RANGE 11	42,351 20,3611	43,586 20,9548	44,858 21,5663	46,169 22,1966	47,517 22,8447	48,905 23,5120	50,398 24,0856	51,322 24,6740	53,828 25,8788	56,458 27,1433	59,222 28,4721	
RANGE 12	45,777 22,0082	47,113 22,6905	48,491 23,3830	49,910 24,0952	51,371 24,8276	52,876 25,4812	54,168 26,0423	55,491 26,6784	58,206 27,9837	61,056 29,3538	64,048 30,7923	
RANGE 13	49,106 23,6087	50,544 24,3000	52,025 25,0120	53,548 25,7442	55,119 26,4995	56,735 27,2764	58,124 27,9442	59,547 28,6284	62,464 30,0308	65,527 31,5034	68,744 33,0500	
RANGE 14	53,126 25,5413	54,683 26,2899	56,289 27,0620	57,940 27,8558	59,643 28,6745	61,397 29,5178	62,903 30,2418	64,445 30,9832	67,607 32,5034	70,928 34,1000	74,414 35,7760	
RANGE 15	57,031 27,4188	58,707 28,2245	60,432 29,0538	62,210 29,9087	64,040 30,7885	65,925 31,6947	67,543 32,4726	69,202 33,2702	72,601 34,9043	76,171 36,6207	79,921 38,4236	
RANGE 16	63,057 30,3159	64,913 31,2082	66,826 32,1279	68,794 33,0740	70,820 34,0481	72,910 35,0529	74,704 35,9154	76,542 36,7990	80,309 38,6101	84,264 40,5115	88,417 42,5082	
RANGE 17	69,085 33,2139	71,120 34,1923	73,218 35,2010	75,379 36,2399	77,603 37,3091	79,897 38,4120	81,864 39,3577	83,882 40,3279	88,015 42,3149	92,357 44,4024	96,314 46,5933	

APPENDIX "F"

LOCAL 2493, 2008 SALARY SCHEDULE

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE											
PRU110											1/26/2007
	CONTRACT CODE: 001 AFGSME LOCAL 2943										
	CONTRACT DATE: 2008/01/01										TYPE: BOTH
	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	19,711 9,4764	20,267 9,7438	20,837 10,0178	21,427 10,3014	22,031 10,5918	22,655 10,8918	23,289 11,1486	23,738 11,4125	24,864 11,9538	26,046 12,5221	27,286 13,1183
RANGE 2	20,933 10,0639	21,524 10,3481	22,133 10,6409	22,759 10,9418	23,406 11,2529	24,071 11,5726	24,642 11,8471	25,227 12,1284	26,426 12,7048	27,685 13,3101	29,007 13,9457
RANGE 3	22,750 10,9375	23,394 11,2471	24,058 11,5663	24,745 11,8966	25,450 12,2356	26,176 12,5846	26,801 12,8851	27,439 13,1918	28,749 13,8216	30,128 14,4832	31,570 15,1779
RANGE 4	24,795 11,9207	25,504 12,2615	26,230 12,6106	26,981 12,9716	27,753 13,3428	28,550 13,7260	29,231 14,0534	29,932 14,3904	31,367 15,0803	32,872 15,8038	34,456 16,5654
RANGE 5	26,315 12,6514	27,067 13,0130	27,844 13,3965	28,642 13,7702	29,464 14,1654	30,311 14,5726	31,037 14,9216	31,784 15,2808	33,310 16,0144	34,915 16,7861	36,599 17,5957
RANGE 6	28,026 13,4740	28,931 13,8611	29,658 14,2587	30,510 14,6683	31,389 15,0909	32,294 15,5260	33,070 15,8990	33,865 16,2813	35,498 17,0663	37,211 17,8899	39,005 18,7543
RANGE 7	30,306 14,5702	31,176 14,9885	32,075 15,4207	33,002 15,8663	33,954 16,3240	34,936 16,7962	35,778 17,2010	36,641 17,6159	38,411 18,4668	40,269 19,3601	42,221 20,2986
RANGE 8	32,837 15,7870	33,786 16,2433	34,763 16,7130	35,769 17,1966	36,806 17,6952	37,872 18,2077	38,788 18,6481	39,726 19,0990	41,651 20,0245	43,672 20,9962	45,621 22,0211
RANGE 9	35,217 16,9313	36,236 17,4212	37,286 17,9260	38,369 18,4466	39,483 18,9822	40,630 19,5337	41,615 20,0072	42,623 20,4918	44,694 21,4875	46,866 22,5317	49,149 23,6293
RANGE 10	39,684 19,0788	40,835 19,6322	42,024 20,2038	43,248 20,7923	44,507 21,3976	45,806 22,0221	46,921 22,5582	48,063 23,1072	50,403 24,2322	52,863 25,4149	55,444 26,6558
RANGE 11	43,622 20,9721	44,894 21,5837	46,204 22,2135	47,554 22,8625	48,943 23,5303	50,372 24,2173	51,601 24,8082	52,862 25,4144	55,443 26,6553	58,192 27,9577	60,999 29,3264
RANGE 12	47,150 22,5683	48,526 23,3298	49,946 24,0125	51,407 24,7149	52,912 25,4385	54,462 26,1837	55,793 26,8236	57,156 27,4788	59,952 28,8231	62,888 30,2346	65,969 31,7159
RANGE 13	50,579 24,3168	52,060 25,0288	53,586 25,7625	55,154 26,5163	56,773 27,2947	58,437 28,0947	59,868 28,7827	61,333 29,4870	64,338 30,9317	67,493 32,4486	70,806 34,0413
RANGE 14	54,720 26,3077	56,323 27,0784	57,978 27,8740	59,678 28,6913	61,432 29,5346	63,239 30,4034	64,790 31,1490	66,378 31,9128	69,635 33,4784	73,056 35,1231	76,546 36,8490
RANGE 15	58,742 28,2413	60,468 29,0712	62,249 29,9255	64,076 30,8058	65,961 31,7120	67,903 32,6457	69,569 33,4466	71,278 34,2683	74,779 35,9514	78,456 37,7192	82,319 39,5764
RANGE 16	64,949 31,2255	66,860 32,1442	68,831 33,0918	70,858 34,0663	72,945 35,0697	75,097 36,1043	76,945 36,9928	78,838 37,9029	82,718 39,7683	86,792 41,7269	91,070 43,7837
RANGE 17	71,158 34,2106	73,254 35,2183	75,415 36,2572	77,640 37,3269	79,931 38,4284	82,294 39,5644	84,320 40,5385	86,398 41,6375	90,555 43,5841	95,128 45,7346	99,821 47,9909

APPENDIX "F"

LOCAL 2493, 2009 SALARY SCHEDULE

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE											
PRU110											
CONTRACT CODE: 001 APCSME LOCAL 2493											
CONTRACT DATE: 2009/01/01 TYPE: BOTH											
	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	20,302 9,7606	20,875 10,0361	21,462 10,3183	22,070 10,6106	22,692 10,9096	23,335 11,2188	23,985 11,4832	24,650 11,7546	25,310 12,3128	26,027 12,8976	26,105 13,5120
RANGE 2	21,561 10,3659	22,170 10,6587	22,797 10,9601	23,442 11,2702	24,108 11,5904	24,793 11,9197	25,381 12,2024	25,984 12,4923	27,219 13,0861	28,516 13,7098	29,877 14,3619
RANGE 3	23,433 11,2659	24,096 11,5846	24,780 11,9138	25,487 12,2534	26,214 12,6029	26,961 12,9620	27,605 13,2716	28,262 13,5875	29,611 14,2361	31,029 14,9178	32,517 15,6332
RANGE 4	25,539 12,2784	26,269 12,6293	27,017 12,9889	27,790 13,3606	28,586 13,7433	29,407 14,1380	30,108 14,4750	30,830 14,8221	32,308 15,5327	33,858 16,2779	35,490 17,0625
RANGE 5	27,104 13,0308	27,879 13,4034	28,679 13,7890	29,501 14,1832	30,348 14,5904	31,220 15,0096	31,968 15,3692	32,738 15,7394	34,309 16,4947	35,962 17,1894	37,697 18,1236
RANGE 6	28,867 13,8784	29,696 14,2769	30,548 14,6865	31,425 15,1082	32,331 15,5438	33,263 15,9918	34,062 16,3760	34,881 16,7897	36,561 17,5784	38,327 18,4264	40,179 19,3168
RANGE 7	31,215 15,0072	32,111 15,4380	33,037 15,8832	33,992 16,3423	34,971 16,8239	35,984 17,3000	36,851 17,7188	37,740 18,1642	39,563 19,0207	41,477 19,9409	43,488 20,9077
RANGE 8	33,822 16,2606	34,800 16,7308	35,806 17,2144	36,842 17,7125	37,910 18,2260	39,008 18,7538	39,952 19,2077	40,938 19,6721	42,901 20,6258	44,982 21,6260	47,167 22,6784
RANGE 9	36,274 17,4394	37,323 17,9438	38,405 18,4639	39,520 19,0000	40,667 19,5814	41,849 20,1197	42,863 20,6072	43,902 21,1067	46,035 22,1322	48,272 23,2077	50,623 24,3380
RANGE 10	40,875 19,6514	42,060 20,2212	43,285 20,8101	44,545 21,4159	45,842 22,0394	47,180 22,6827	48,329 23,2381	49,505 23,8005	51,915 24,9591	54,449 26,1774	57,107 27,4553
RANGE 11	44,931 21,6014	46,241 22,2313	47,590 22,8798	48,981 23,5486	50,411 24,2361	51,883 24,9438	53,149 25,5524	54,448 26,1769	57,106 27,4548	59,897 28,7966	62,829 30,2063
RANGE 12	48,565 23,3486	49,982 24,0298	51,444 24,7327	52,949 25,4563	54,499 26,2014	56,096 26,9692	57,467 27,6284	58,871 28,3034	61,751 29,5880	64,775 31,1418	67,948 32,5673
RANGE 13	52,096 25,0462	53,622 25,7798	55,194 26,5356	56,809 27,3120	58,476 28,1135	60,190 28,9375	61,664 29,6462	63,173 30,3716	66,268 31,8596	69,518 33,4221	72,930 35,0625
RANGE 14	56,362 27,0971	58,013 27,8909	59,717 28,7101	61,468 29,5519	63,275 30,4207	65,136 31,3154	66,734 32,0837	68,369 32,8697	71,724 34,4827	75,248 36,1769	78,945 37,9543
RANGE 15	60,504 29,0885	62,282 29,9433	64,112 30,8231	65,998 31,7298	67,940 32,6635	69,940 33,6250	71,656 34,4500	73,416 35,2962	77,022 37,0298	80,810 38,8810	84,789 40,7639
RANGE 16	66,897 32,1620	68,866 33,1087	70,896 34,0846	72,984 35,0885	75,131 36,1216	77,350 37,1875	79,253 38,1024	81,203 39,0399	85,200 40,9615	89,396 42,9788	93,802 45,0971
RANGE 17	73,293 35,2370	75,452 36,2750	77,677 37,3447	79,969 38,4465	82,329 39,5813	84,763 40,7514	86,850 41,7548	88,990 42,7837	93,375 44,8918	97,982 47,1067	102,816 49,4308

APPENDIX "G"
LETTER OF UNDERSTANDING

The Trumbull County Commissioners (hereinafter referred to as the "Employer") and AFSCME Ohio Council 8, and Local 2493 (AFL-CIO) (hereinafter referred to as the "Union"), do hereby agree that for purposes of the collective bargaining agreement between the parties, effective December 1, 1986, the Employer shall have no obligation under Section 9.40 O.R.C. for the sole purpose of reporting to payroll information of bargaining unit employees to the Department of Administrative Services.



APPENDIX "H"

AUTHORIZATION CARD



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 "I"

MEMORANDUM OF UNDERSTANDING
AFSCME LOCAL 2493, OHIO COUNCIL 8 AFL-CIO
AND TRUMBULL COUNTY COMMISSIONERS

The Union and the Employer shall create a joint committee of an equal number of Union and Management members for the purpose of implementing an Employee Assistance Program. The charge of the committee shall be to create a policy that insures confidentiality and to ascertain the assessment and treatment providers.

FOR THE UNION



FOR THE COUNTY



APPENDIX "J"

**APPENDIX K
OFFICIAL GRIEVANCE FORM**

AFSCME LOCAL _____
STEP _____



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 _____

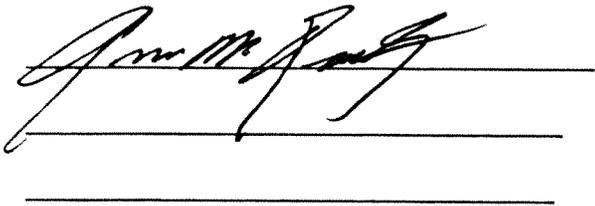
COPY: LOCAL UNION GRIEVANCE FILE

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

MEMORANDUM OF AGREEMENT

The parties will form a Labor Management Committee, composed of the Negotiating Committee, 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 Employer



For the Union



Date:

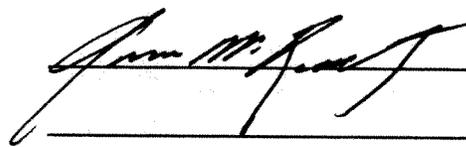
MEMORANDUM OF UNDERSTANDING

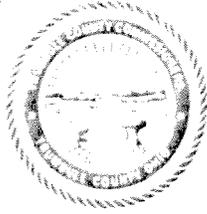
The parties will set up a committee consisting of three Union representatives and three Management representatives to meet within sixty (60) days after ratification to determine if a buyout is feasible. The committee will consist of the following: Diane Namish, Greg Delrosso, Bob March, Jim Keating,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

FOR THE UNION



FOR THE COUNTY





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) 16093:

**RE: APPROVE MEMORANDUM OF UNDERSTANDING
BETWEEN COMMISSIONERS AND AFSCME
LOCAL 2493, OHIO COUNCIL 8, AFL-CIO, CLERK
OF COURTS, AND TREASURER 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 COMMISSIONERS and the AFSCME Local 2493, AFSCME Ohio Council 8, AFL-CIO, the TRUMBULL COUNTY CLERK OF COURTS, and the TRUMBULL COUNTY TREASURER 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) 16093.

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

pjvk

cc: Human Resources
Local Union 2493
Ohio Council 8
AFL-CIO
Clerk of Courts
County Treasurer

Tentative Agreement

Trumbull County Commissioners, Trumbull County Clerk of Courts, Trumbull
County Treasurer

And

AFSCME Local 2493

And

AFSCME Ohio Council 8, AFL-CIO

June 10, 2011

RE: Amendment to Term of Agreement*

It is hereby agreed by and between the Board of Trumbull County Commissioners, Trumbull County Clerk of Courts, and the Trumbull County Treasurer, 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:

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 of 2009.

Therefore the parties agree that the only modification to the current collective bargaining agreement will be contained in Article 39- Duration.

For the County

Date _____

For the Union

Michael J. Robinson
Debra B. Boudreau, Secretary 7/12/11

Ann M. K... 7/15/11