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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TRUMBULL COUNTY CHILD SUPPORT ENFORCEMENT AGENCY
AND
AFSCME LOCAL 3808
AND
AFSCME, OHIO COUNCIL 8, AFL-CIO

EFFECTIVE AUGUST 1, 2011 THROUGH JULY 31, 2014

PREAMBLE

SECTION 1. The Trumbull County Commissioners on behalf of the Trumbull County Child Support Enforcement Agency (hereinafter referred to as "Agency" or "Employer"), and the American Federation of State, County, and Municipal Employees, Ohio Council 8 and Local 3808, AFL-CIO, (hereinafter referred to as "Union") hereby entered into this Collective Bargaining Agreement for the period specified in the Duration Article of this Agreement.

SECTION 2. This Agreement has as its purpose the promotion of harmonious relations between the Agency and the Union and to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment.

- a. Provide for orderly, harmonious and cooperative employee relations;
- b. Provide for a better understanding between the parties and to establish peaceful, orderly and reasonable procedures for the equitable adjustment of differences;
- c. Provide an opportunity for employees through their Union representatives, to exchange views and opinions with Management concerning the operation, responsibilities and functions of the Agency.
- d. Provide a non-offensive work environment free of harassment, intimidation or hostility.

ARTICLE 1 UNION REPRESENTATION

SECTION 1. The Agency recognizes the Union as the sole and exclusive bargaining representative of all employees of the Trumbull County Commissioners/Trumbull County Child Support Enforcement Agency included in the bargaining unit certified by SERB in Case Number 90-REP-12-0309 (1991) and any later amendments thereto. The amended, certified unit is attached as Appendix D to this Agreement.

SECTION 2. Any new classification added to the Table of Organization shall become a subject of bargaining as to inclusion in or exclusion from the bargaining unit. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification, the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
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, sexual orientation, 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, harassment, restraint, intimidation, 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. The Union shall represent all employees equally in the bargaining unit without regard to Union membership as required by law.

SECTION 5. 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 parties agree there shall be provided a non offensive work environment, free of harassment, intimidation and hostility. Nothing in this Article shall be interpreted to prevent a supervisor from correcting an employee's performance and/or disciplining an employee in a professional and businesslike manner.

SECTION 7. ADA COMPLIANCE: The Union and the Employer agree this contract will comply with 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, the 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 disability and the accommodation to be made. If the Union wishes to discuss the proposed accommodation, it will make written request of the Employer for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

ARTICLE 3
SEXUAL HARASSMENT

SECTION 1. The Agency and Union do not condone in any manner and strictly prohibits sexual harassment of its employees in the workplace by any person or in any form. It is both illegal and against the policy of the Agency for any employee, male or female, supervisor or non-supervisory, to sexually harass another employee by making unwelcome sexual flirtations, advances, or propositions or by creating an intimidating, hostile, or offensive working environment through verbal abuse or physical conduct of a sexual nature. Furthermore, no employee shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect that employee's employment, evaluation, compensation, position, membership or status in the Union, advancement, assigned duties, shifts, or any other condition of employment or career development.

SECTION 2. Any employee who has been found to have sexually harassed another employee or client of the Agency will be subject to disciplinary action, consistent with the provisions outlined in this Agreement up to and including termination.

SECTION 3. Any employee who believes he or she has been the subject of sexual harassment should submit a confidential written statement concerning the alleged act immediately (within seventy-two (72) hours after the alleged act occurs) to any management level employee and a thorough and confidential investigation of the complaint will be undertaken immediately. The investigation and release of information pertaining to the charge of sexual harassment will be limited to only those individuals with a need to know and one designated Union representative. The Agency and Union will make every attempt to protect the rights of the accused and accuser.

If an employee does not agree with the outcome of the Agency's investigation or the employee does not choose to pursue the complaint through the Agency, the employee shall have the right to pursue the complaint through any appropriate state or federal agency.

ARTICLE 4
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 the Ohio 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. 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. Stewards and other necessary union officers, grievants and witnesses are permitted one-half (½) hour of on-duty time daily for the writing and investigation of grievances. This one-half (½) hour shall normally be the last one-half (½) hour of the normal work day, unless extenuating circumstances make it necessary for the steward or other union official to meet with an employee at an alternate time. Employees shall notify their immediate supervisor prior to meeting for the purposes outlined in this Section 3. At no time shall an employee's request to meet with a steward be denied. All reasonable requests for information and material by Union officials shall be complied 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 or arbitration 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 two (2) previously identified non-employee officers or representatives 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 advanced 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 discipline as outlined in Article 12 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, six (6) 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 time or a combination of any of the above.

No more than three (3) employees shall be granted Union leave at one time.

SECTION 7. The Union shall be permitted to have one (1) representative to explain the Union Contract to newly hired Union Employees and answer pertinent questions. This

meeting shall be held during the new employee's orientation.

ARTICLE 5 BULLETIN BOARDS

SECTION 1. The Employer shall provide a locked bulletin board for the purpose of posting Union sanctioned and approved notices and communications. All notices shall be posted before or after work, during lunch periods or pre or post working hours. The Union assumes any and all responsibilities and liability for any notices posted on the bulletin board.

SECTION 2. Materials of a scandalous, scurrilous, derogatory nature or political commentary, endorsements or criticism of an incumbent or candidate for political office shall not be posted at any time.

SECTION 3. The material posted shall relate to:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Notice of nominations and elections;
- E. Results of elections;
- F. Any other material authorized by the Local Union President

ARTICLE 6 CONTRACT NEGOTIATIONS

During the negotiation period as provided herein, the Employer agrees to compensate Union representatives their regular straight time hourly rate of pay not to exceed eight (8) 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.

ARTICLE 7
MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. Except as specifically limited by explicit provisions of the Agreement, the Agency retains the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Agency's exclusive management rights include, but are not limited to, the sole right to:

- hire, rehire, layoff, recall, promote, suspend, demote, discipline, and discharge employees for just and proper cause;
- to promulgate and enforce reasonable employment rules and regulations;
- to reorganize, discontinue, or enlarge any department or division;
- to transfer employees (including the assignment and allocation of work) within department or to other departments;
- to introduce new and/or improved equipment or methods, to determine work methods;
- to determine the size and duties of the work force and work schedules;
- to establish, modify, or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to, assignment of employees, number employed, duties to be performed, qualifications required, areas worked, and evaluate employees' performance;
- maintain the security of records and other pertinent information;
- determine the Agency's mission, objectives, structure, programs and services;
- determine when a job vacancy exists.

This is subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

It is the intent of the parties that any rights, privileges, or obligations which are not specifically granted to the Union and the employees by this Agreement or by law are retained by the Agency.

ARTICLE 8
DUES DEDUCTION/FAIR SHARE FEE

SECTION 1. The Agency shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees. An employee shall have the right to revoke such authorization card in conformance with said authorization agreement, a copy of which is attached as Appendix F to this Agreement.

SECTION 2. Deductions will be made each pay period from the pay of all bargaining unit members, who have authorized said deduction. In the event an employee's pay is insufficient to cover the dues deduction, the Agency will make a double deduction from the next pay period.

SECTION 3. All bargaining unit members who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of this Agreement, who do not become members of the Union, shall as a condition of employment pay a fair share fee, effective sixty (60) days from the date of hire. The deduction of the fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deductions.

SECTION 4. The Union shall notify the Agency as to the amount of regular Union dues to be deducted. The Union shall also notify the Agency as to the amount of fair share fee to be deducted.

SECTION 5. All Union dues and fair share fee deductions will be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

SECTION 6. The Agency will send a list of names for whom deductions are made with each payment. This list will designate which employees are fair share payors. This list shall include last known address and social security numbers of the names listed.

SECTION 7. Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Agency harmless from any claims, actions or proceedings, by any employee, arising from deductions made by the Agency hereunder. 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.

SECTION 8. 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 in writing to the Employer 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 by deducting the proper amount at the next pay period in which the Union dues deduction would normally be made.

Section 9. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

Section 10. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names and those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

Section 11. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 12. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 9 SENIORITY

SECTION 1. Seniority shall be defined as the uninterrupted length of continuous service with the Trumbull County Child Support Enforcement Agency except that an employee with prior public service in Ohio shall be permitted to transfer years of service for purposes of calculation and accrual of vacation. A termination of employment lasting less than thirty-one (31) days does not constitute a break in continuous service.

SECTION 2. No employee shall acquire seniority rights under this contract until he has completed his/her initial probationary period. Upon satisfactory completion of the probation, the employee shall receive seniority from date of hire.

SECTION 3.

- A. Seniority shall be broken (lost) when an employee:
1. Is discharged for just cause;
 2. Is laid off and not recalled within the time limits specified in this Agreement;
 3. Resigns;
 4. Retires.
- B. Employees shall not accumulate seniority , but shall retain previously accumulated seniority during:
1. Unpaid absence not exceeding two years and not specifically addressed in subsection C below. For the purposes of this subsection 3 (B), an employee's seniority shall be "frozen" as of the date the unpaid leave commences.
- C. Employees shall continue to accrue seniority during:
1. All paid leaves of absence;
 2. Required (non-voluntary) military leave or conflict;
 3. Layoff as spelled out in this Agreement;
 4. Worker's Compensation leave;
 5. Disability Retirement not exceeding 5 years provided the employee returns to work within this period;
 6. Parental leave as provided in this Agreement.
 7. An approved Leave of Absence that qualifies as Family and Medical Leave.

SECTION 4. The Employer shall annually provide the Local Union President with one (1) copy of a seniority list which shall contain the following information.

1. Name of the bargaining unit members;
2. Department;
3. Classification;
4. Date of hire (ties to be broken by casting of lots);
5. Date of classification entry.

ARTICLE 10
WORK RULES

SECTION 1. The Employer has the right to promulgate reasonable rules, regulations and procedures.

SECTION 2. All rules shall be reduced to writing and every affected bargaining unit member shall receive a copy of all rules and subsequent changes. The Union shall be notified of all new work rules or changes to existing rules no later than one week before they are put into effect. The Union may request a special labor management meeting for the purpose of discussing rules with Management.

SECTION 3. The Union may challenge any work rules as unreasonable, arbitrary or capricious by filing a grievance at the Director's step within ten (10) days of the rule's effective date.

SECTION 4. No work rule, regulation or procedure shall be in conflict with this Agreement or any Federal or State statute.

ARTICLE 11
GRIEVANCE PROCEDURE

SECTION 1. It is mutually understood the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

SECTION 2. The term "grievance" shall mean an allegation by an employee or the Union that there has been a breach, misinterpretation or improper application or administration of any article or section of the Agreement.

SECTION 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. All grievances shall be processed initially at the lowest level of remedy available.

Any written grievance not answered by the Employer within the stipulated time limits shall be considered denied and may be processed by the Union to the next step of the grievance procedure. It is also understood that any grievance not pursued within the time limits provided herein shall be considered resolved based on the Employer's last answer. All time limits on grievances may be waived in writing, by mutual agreement of the parties.

All written grievances must be submitted on the AFSCME grievance form, attached as Appendix E of this Agreement.

SECTION 4. In order for an alleged grievance to receive consideration, the grievance must be presented within ten (10) calendar days of the incident giving rise to the grievance or within ten (10) days of the grievant or Union reasonably having knowledge of the incident.

The following steps must be followed in the processing of a grievance:

STEP 1. Within three (3) working days of the employee filing a grievance, the supervisor shall hold a conference to discuss the issue with the grievant and his Union steward. The supervisor shall provide the grievant and the Union with a written answer within three (3) working days of the hearing.

STEP 2. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal the grievance to the Director within ten (10) work days. The Director or designee may hold a grievance hearing within ten (10) work days of the filing of the grievance at Step Two. The grievant and up to three (3) Union representatives including the Staff Representative of Ohio Council 8 may be present at the hearing. The Director shall give his answer in writing to the Union and the grievant within ten (10) work days of the hearing. Policy or disciplinary grievances shall be directly appealed to this step.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance to arbitration. Appeal to arbitration may be filed within thirty (30) calendar days of the receipt of the Step 2 grievance answer. The appeal shall be made to the Federal Mediation and Conciliation Service (FMCS) with a copy of such request to the Employer. The selection of the arbitrator shall be by the alternate strike method of selection with the Union striking first and then the Employer striking a name and alternating between the parties until one name remains. The remaining name shall be selected as the arbitrator. The selection of arbitrators and the holding of a hearing shall be done by FMCS rules.

The arbitrator's award shall be final and binding on all parties. The arbitrator may not add to, subtract from, alter, modify or ignore any of the provisions of this Agreement.

The costs of arbitration shall be borne by the losing party. Union representatives and witnesses shall not lose any pay for attending arbitration hearings during scheduled working hours.

Either party may request a pre-arbitration conference in order to agree to a submission agreement and stipulations, exchange a list of witnesses or discuss procedures and conduct for arbitration.

All pre-arbitration and grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer and the Union and the employees. A grievance

may be withdrawn by the Union at any time during Steps 1, 2, or 3 of the Grievance Procedure. The withdrawal shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Any pre-arbitration or grievance settlement at any step of the grievance procedure shall have the same force and effect as an arbitration award.

Either party shall have the option to completely reject the list of names provided by the FMCS, and request another list. Should either party reject the list, that party shall pay the cost of the replacement list. Either party may only reject one (1) list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. 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 of this Agreement 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 of an alleged grievance occurring at any time other than the contract period in which such right originated. Except in the instance where the Employer has established a new classification or there have been substantial changes in an employee's job duties which require a significantly higher level of skill or responsibility, the arbitrator shall not establish any rates additional to the wage rates already negotiated as part of this Agreement.

The fees of a court reporter 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.

SECTION 5. All grievances must contain the following information to be considered and must be filed using the grievance form (Appendix E) mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and the name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. Specific Articles and Sections of the Agreement violated; and
9. Desired remedy to resolve the grievance.

SECTION 6. 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 7. For purposes of this Article, work days shall be defined as those days 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.

ARTICLE 12 DISCIPLINARY PROCEDURE

SECTION 1. The Union recognizes the right of the Employer to take disciplinary action for just and proper cause. Penalties for disciplinary actions may include oral and written reprimands, suspensions and dismissals. Except for circumstances which would otherwise warrant, all discipline shall be progressive corrective and uniformly applied.

SECTION 2. The burden of proof shall be on the Employer. The employee or his representative shall have the right to confront and question the accuser; the right to call and examine witnesses in the employee's behalf or accept employees' statements or affidavits in support; and upon the written consent of the employee, the right to have all pertinent records

made available.

SECTION 3. All disciplinary actions are subject to appeal through the grievance procedure. Should an employee or the Union decide to file a grievance over any disciplinary action taken, the grievance shall be initiated at Step 2 of the Grievance Procedure within ten (10) working days of notice of disciplinary action. Copies of all disciplinary action shall be forwarded to the Union. A Union representative shall be present at all disciplinary hearings.

SECTION 4. Employees called as necessary witnesses shall not lose any wages or benefits as a result of attendance at disciplinary hearings which are held during their regularly scheduled hours of work.

SECTION 5. Records of verbal warnings and written reprimands will not have any force and effect for purposes of determining and establishing progressive disciplinary action after twelve (12) months from the effective date of such warning or reprimand provided there is no intervening disciplinary action of a like kind during that period.

SECTION 6. Records of disciplinary suspension will not have any force and effect for purposes of determining and establishing disciplinary action after twenty-four (24) months from the effective date of such suspension provided there is no intervening related disciplinary action of a like kind during that period.

SECTION 7. Where a verbal or written reprimand or suspension is imposed, the Employer must have sufficient cause. However, in instances of non-progressive termination of an employee, the Employer must prove the alleged misconduct by a preponderance of the evidence.

SECTION 8. Before any discipline which may result in suspension or termination is imposed on any employee, a pre-disciplinary hearing shall be scheduled by the Director. The affected employee and the Local Union President (or the Staff Representative or other appropriate Union officer in the President's absence) shall be notified in writing, at least three (3) days in advance, of the date, time and place of the hearing. The notification will also contain the general nature of the charge(s) against the affected employee. Such pre-disciplinary hearing shall be conducted by a hearing officer from outside the Agency chosen by the Director with input from the Union.

The role of hearing officer shall be that of a fact finder and he shall make no recommendation regarding the level of discipline. The employee and/or his representative shall be afforded an opportunity to respond to the charges. The hearing officer shall issue his/her finding within ten (10) working days from the date of the hearing barring any extenuating circumstances.

SECTION 9. If an employee chooses to be represented, representation shall be by the Union only. An employee may waive his right to a pre-disciplinary hearing by failing to appear or by submitting a form provided by the Director with a copy given to the Union.

SECTION 10. An employee shall be given a copy of any discipline taken against him, with a copy entered into his personnel file. The employee shall be required to sign an acknowledgement of receipt of such disciplinary action prior to it being placed in his personnel file.

SECTION 11. If the Director, his designee or supervisor determines that the employees continued presence in the workplace prior to the pre-disciplinary hearing poses a danger to persons or property or a threat of disrupting operations, he may send an employee home with pay pending such predisciplinary hearing.

SECTION 12. It is expressly understood by the parties, barring any extenuating circumstances, no discipline shall be imposed on any employee after thirty (30) working days of the Employer's first knowledge of the incident which gave rise to the discipline. This provision may be waived by mutual agreement of the parties. Discipline must commence within ten (10) working days of any decision resulting from a predisciplinary hearing.

SECTION 13. 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 13 LAYOFF/RECALL

SECTION 1. Whenever because of lack of work, lack of funds or reorganization, it is necessary for the Employer to lay employees off, layoffs shall occur in the following order:

- A. Part-time, seasonal and temporary employees;
- B. Newly hired employees who have not completed their probationary period;
- C. The least senior employee(s) in each affected classification.

SECTION 2. Before any employee is given notice of layoff, the Union and the Agency will meet immediately for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

SECTION 3. Laid off employees shall be notified at least fourteen (14) days prior to

layoff by certified letter. The notice shall contain the date of commencement of layoff and a notice of the employee's right to "bump". The Union shall be given a copy of all layoff notices.

SECTION 4. The employee shall notify the Employer of his intent to bump within five (5) work days of receipt of the notice. Any employees not submitting such request within five (5) working days shall be considered to have accepted the layoff. Should the employee opt to accept the layoff, he may upon written request receive all accrued vacation pay.

SECTION 5. An employee may "bump" any employee in his classification who has less Agency seniority. Should an employee not be eligible to "bump" in his classification, he may "bump" any employee in any lower paid classification who has less Agency seniority, provided he/she meets the minimum qualifications of the lower classification as spelled out in the job description. The employee may also bump into a previously held classification providing the employee being bumped has less Agency seniority. Any employee displaced by the "bumping" process, may exercise his right to "bump" as though he had been laid off. Should a bumped or laid off employee not elect to "bump", the Employer shall not challenge any unemployment benefits.

SECTION 6. Employees shall retain recall rights for two (2) years to the classification from which he was laid off. His Agency seniority shall continue to accrue during the recall period.

SECTION 7. When a recall is necessary or a vacancy occurs in a classification in which an employee with recall rights was laid off or displaced from, then a recall shall be made in the inverse order of a layoff; that is, the most senior employee in such classification shall be recalled first.

SECTION 8. The Union and the employee being recalled shall be notified by certified letter at least fourteen (14) days before the recall commences. An employee shall notify the Employer within five (5) calendar days following the date of receipt of the notice (or the Union's receipt of the notice) of his intention to return to work.

Section 9. No non-bargaining unit employee shall displace a bargaining unit employee for reasons of layoff, reorganization or any other reason. No non-bargaining unit employee may be recalled to or placed in the bargaining unit for any reason without the express agreement of the Union.

Section 10. Continuation of Benefits When an employee is laid off under the provisions of this Article 13, the Employer shall continue to pay the premiums for the hospitalization coverage base on the following schedule:

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

ARTICLE 14 POSTING AND BIDDING

SECTION 1. Whenever the Employer determines that a permanent 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, area of vacancy and supervisor's name;
- d) Job description;
- e) Qualifications for the position as established by the job description;
- f) Effective date and expiration date of posting.

During the posting period, any bargaining unit employee (**including those on layoff**) who wishes to be considered for the posted position must file a written application to the Employer. The Employer shall not be obligated to consider any application submitted after the posting. Any bargaining unit employee who wishes to withdraw their application from the posting must submit said withdrawal in writing.

All applications timely filed shall be reviewed by the Employer and the vacant position shall be filled within **thirty (30) calendar** days from the expiration date of the notice of

vacancy. This provision shall not apply to initial hiring vacancies. Initial vacancies shall normally be filled within **sixty (60)** calendar days.

The Employer will ensure all other offices in the County (including all elected officials and department heads) and the secretary of each AFSCME local receive notice of job vacancies and additionally that a copy of all notices of vacancy within other County offices or departments are posted in the Child Support Enforcement Agency.

SECTION 2. When the Employer needs to temporarily fill a vacancy, the most qualified senior individual shall be awarded the job. The posting period for a temporary vacancy shall be limited to two (2) days. A temporary assignment shall not exceed six (6) months. In the event a leave is extended past this time period, the Union and Employer shall meet to discuss the continued filling of such temporary assignment.

SECTION 3. All timely filed applications shall be reviewed considering the following criteria: qualifications and requirements as established by the job description necessary for performance of the job, seniority, and attendance. 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 or Chapter Chair) 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.

SECTION 5. Should an employee fail to successfully complete his probationary period, he shall be returned to his previous position. Any employee who has accepted a job through the bidding procedure may elect to return to his former position within **twenty-one (21) calendar days** of the first day of work in the new position. **If an employee elects to return to his former position within the twenty-one (21) days, the employee may not bid on another position for a period of six (6) months from the date the employee returns to the former position.**

SECTION 6. No employee may bid upon any permanent vacancy until that employee has completed any probationary period (initial or promotional) he/she is currently serving.

SECTION 7. Any testing for positions shall be weighted as follows:

100 total points

40 points for test

30 points for seniority

0-5 completed years 10 points

6-10 completed years 10 points

11-15 completed years 10 points

30 points for attendance minus 3 points per undocumented occurrences.

ARTICLE 15
PROBATIONARY PERIOD

SECTION 1. Every newly hired full time employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of **six months**. 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.

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 ninety (90) calendar days thereafter. Any employee who makes a lateral move or demotes shall not be required to serve a probationary period if he/she previously held that position or is demoted to a lower position in that employee's classification series.

All employees shall be evaluated at the midpoint of their probationary period so that they may correct any deficiencies. The evaluation shall be done by the immediate supervisor.

SECTION 3. The parties will establish a Labor/Management committee to meet, review, and collaborate on a training plan and procedure for each position in the bargaining unit. The committee selection will be discussed at the next Labor/Management meeting and will begin September 1, 2006 or as close to that date as possible. The training will be available as close to January 1, 2007 as

possible.

ARTICLE 16
JOB DESCRIPTIONS AND JOB AUDITS

SECTION 1. Each employee shall be given a copy of his/her job description. Any employee may request a copy of any job description for a posted vacancy.

SECTION 2. If a new position is established within the bargaining unit, the Employer shall review the classification assignment and rate of pay for the new position. The results of this review shall be reduced to writing, and a copy of the result shall be sent to the Union for their information.

SECTION 3. If the Union disagrees with the pay or classification assignment, it shall submit a written request for adjustment to the Employer, stating its specific reasons for pay or classification adjustment within five (5) days of receipt of the notice of change. The Employer shall notify the Union of their final decision.

This does not preclude the Employer from evaluating the responsibilities and duties of a job to reclassify it. No current employee shall suffer any loss of compensation as a result of such a reclassification. However, if such an evaluation indicates that the position merits a lesser rate of pay, the newly established rate of pay shall become effective when the position is to be filled with a new or different employee.

SECTION 4. Should the Employer establish wage rate(s) for any new position(s) determined to be included in the bargaining unit and the Union disagrees with the Employer, the Union may file a grievance at Step 3 of the Grievance Procedure within five (5) calendar days of the Employer's final answer in Section 2 herein.

ARTICLE 17
PERFORMANCE EVALUATION

SECTION 1. The Employer reserves the right to formally evaluate the performance of employees at yearly intervals or where specifically authorized by this Agreement. The intent of performance evaluations is to identify the strengths of an employee's performance, to identify those areas requiring improvement, to identify those areas that are unacceptable, to determine whether or not an employee is maintaining an acceptable level of performance, and to correct deficiencies in an employee's performance. Although the specific intent of this Article is not to use performance evaluations for the sole purpose of disciplining employees, they may be used as a basis of disciplinary action if the employee repeatedly fails to maintain an acceptable level of performance as determined by the Employer. No employee shall be evaluated more than once yearly, except where the employee has been disciplined for performance related problems in which case the supervisor will then evaluate the employee within the next thirty to sixty days. Nothing herein shall preclude any supervisor from spot-

checking the work of employees. However, the immediate supervisor shall not spot-check employees in a discriminatory manner. The Employer retains the explicit right to insist that employees maintain an acceptable level of performance throughout their employment with the Employer and the Employer reserves the right to take action against any employee if they fail to do so.

ARTICLE 18 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. All present starting and quitting times shall remain in effect for the duration of this contract. Any changes, as to such starting and quitting times shall be mutually agreed to in writing between the Employer and the Union.

SECTION 2. Work Week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

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 hours, shall be posted on bulletin boards, available to employees concerned in the work schedule. Except for emergency situations, the work schedule shall not be changed until the Employer and the Union have reached a mutual agreement on said change.

SECTION 5. Lunch. All employees who work a regular work day shall be allowed one (1) hour for a scheduled paid lunch period.

SECTION 6. Rest Periods. There shall be two (2) fifteen (15) minute rest periods in each work day. The rest periods, to the extent practicable, will be scheduled during the middle-two (2) hours of each half work day.

SECTION 7. 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) hour, for each four (4) hour period. In addition, a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

ARTICLE 19 OVERTIME

SECTION 1. The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees on a rotating basis in accordance with their classification seniority. Reasonable requests by the Employer 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 seniority if mandated by the Employer.

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) hours in one (1) work week during the period provided in Article 18, Hours of Work. For the purpose of this Article, active pay status shall be defined as actual hours worked, holidays, personal days and vacations days.

SECTION 5. Paid holiday 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 (1 ½) for all hours worked on Saturday.

SECTION 6. Any and all overtime provided by Section 4 of this Article, shall at the option of the employee be paid or earned as compensatory time. Each department shall establish limits as to the amount of time an employee may accumulate compensatory time.

Section 7. Longevity payments shall be paid according to the U.S. Department of Labor Standards and relevant case law.

ARTICLE 20 WAGES

SECTION 1. All employees shall be paid the prevailing wage for the classification and Step according to Appendix B.

SECTION 2. Effective August 1, 2001, wages for all bargaining unit employees shall be in accordance with the pay schedule attached as Appendix B of this Agreement.

The twenty-five (25) year pay plan became effective August 1, 2004.

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

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

SECTION 3. Effective May 1, 2001, each employee of the bargaining unit was placed on the appropriate step of the "Trumbull County Pay Plan according to each employee's years of service with the Employer. Effective August 1, 2001 each employee shall continue to progress along the steps of the pay schedule according to the employee's anniversary date of employment. Those employees who are "red-circled" because of the 5/1/01 change shall maintain their current rate of pay until such time as the rates cross or until such time as they bid out of their current classification

SECTION 4. Newly hired employees shall be placed at Step 0 of the appropriate pay range. **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.** Employees who demote shall be placed on the of the new classification that will insure no more than a three percent (3%) decrease in wages or the least amount of decrease possible.

SECTION 5. An employee temporarily assigned to a higher classification shall receive the prevailing wage for that classification according to the employee's normal step. Any

employee assigned by the Employer to work in a lower classification shall receive his/her regular rate of pay. This provision does not apply to temporary assignments attained through the bidding/posting procedure in accordance with Article 14, Posting and Bidding.

SECTION 6. Any employee assigned by the Employer to work in a lower classification shall receive his/her regular rate of pay. This provision does not apply to temporary assignments attained through the bidding/posting procedure in accordance with Article 14, Posting and Bidding.

SECTION 7. Longevity.

Two tier plan **became** effective 8/1/04. Employees hired prior to 1/1/2000 shall receive four dollars (\$4.00) per month for each year of continuous service to be payable after five (5) years of service. Employees hired after 1/1/2000 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. This payment shall be made annually on or about December 1 of each year. For the purposes of longevity calculation total years of service are defined as total years of service within any public agency under the authority of Trumbull County. Longevity payments shall be increased at the same rate as the average increase received by other units in Trumbull County.

SECTION 8. The employer shall pay **nine** percent (9%) of the employee's share of the PERS contribution effective 8/1/05.

ARTICLE 21
SICK LEAVE/PERSONAL LEAVE

SECTION 1. Sick leave credits shall accrue at the rate of 4.6 hours for each eighty (80) hours of service in active pay status which shall not include unpaid leaves of absence or layoff. An employee may accumulate his unused sick leave without limit.

SECTION 2. Evidence Required for Sick Leave. The Employer shall require an employee to properly sign and complete a sick form provided by the Employer and provide any other required documentation prior to returning to work and being paid. Falsification of a signed sick leave form or a physician's certificate shall be grounds for disciplinary action.

SECTION 3. Physician's Statement for Employee Illness or Injury. A Medical Practitioner certificate may be required when an employee has been absent **three (3)** or more consecutive days. The physician's certificate will be filed with the sick leave form. Any time medical attention is required by the employee while on sick leave, the employee shall obtain a certificate stating the nature of the illness from his physician.

SECTION 4. Uses of Sick Leave. Sick leave shall be granted to an employee only upon approval of the Employer and for the following reasons:

- 1) Illness or injury of the employee or a member of his immediate family;**
- 2) Death of a member of his immediate family (Sick leave usage of up to two (2) working days shall be permitted in addition to the three (3) bereavement days outside of sick leave.);
- 3) Medical, dental or optical examination or treatment of employee or a member of his immediate family which requires the attendance of 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. Documented appointments will not count as an occurrence**
- 4) If a member of the immediate family is afflicted with a contagious disease, and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
- 5) Pregnancy and/or childbirth and other conditions related thereto.

** Definition of immediate family: Grandparents, brother, sister, mother, father, spouse, child, step-child, grandchild, a legal guardian or foster parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person who stands in place of a parent (**en loco parentis**), or a person for which the employee stands as legal guardian or in place of a parent (**en loco parentis**). For the purpose of bereavement leave only, "immediate family" also shall include nieces, nephews, aunts, and uncles.

SECTION 5. Charging of Sick Leave. Sick leave shall be charged in minimum units

of one-half (½) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave charged and used shall not exceed in any given day the hours that the employee normally would have worked. The same shall apply to any given week. Sick leave shall not be used in conjunction with break times.

SECTION 6. Notification by Employees. When an employee is unable to work, he shall notify his immediate supervisor or other designated person or use another procedure established by the Employer (e.g. call off line, answering machine, voice mail) at least one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the supervisor has received a written notice of an extended or continuing absence or the employee specified a "return to work date" on the first day of absence.

SECTION 7. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, if reasonable cause, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or on disability leave. The cost of such an examination shall be paid by the Employer.

SECTION 8. In cases of extended illness or injury and upon exhaustion of all sick leave, employees may use vacation leave for the purposes of sick leave. Such use shall be at the employee's request and subject to the approval of the Employer. Employees who have exhausted all sick leave, vacation leave and compensatory time leave credits, and with approval of the Employer, may be granted a personal leave of absence without pay for a period not to exceed one (1) year. Illnesses or injury exceeding one (1) year may result in an employee being examined for possible disability separation. Employees may qualify for disability retirement under Public Employees Retirement System (PERS).

SECTION 9. 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 in which the employee was terminated from public service.

SECTION 10. Personal time shall be separate and apart from sick leave. Employees covered under this Agreement shall be entitled to two (2) days per contract year for personal leave. In order to be granted personal leave the employee must submit in writing, to their immediate non-bargaining unit supervisor a request at least twenty-four (24) hours prior to the date of said leave. Personal leave may not be used in increments of less than one (1) hour and may not be accumulated from year to year.

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.

Two days of accumulated sick leave per contract year may be used as personal days, provided a sick balance of eighty (80) hours remains after use.

SECTION 11. 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 fifty percent (50%) of one hundred twenty (120) days. 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.

SECTION 12 Bereavement Leave. In the event of a death of an immediate family member defined in this Agreement, an employee shall be entitled to five (5) days of bereavement, three days of which shall be separate and apart of sick leave and the additional two days shall be charged to the employees accumulated but unused sick time.

Section 13 Donation of Paid Leave Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of this leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious illness or injury of the employee or a member of the employee's immediate family as defined in this Article 21.

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 province of the Union and its members. The employee(s) shall have no appeal under the Grievance Procedure or civil remedies that involve the Employer.

7. Except as outlined in 6 above, no employee shall have any claim of bias, discrimination or prejudice against the Union, its members or agent. It is understood that the donation of paid leave is a personal, voluntary and individual choice of the donor and the employee requesting such leave shall have no cause of action against any employee or their representatives for the denial of donation.

SECTION 14. SICK AND VACATION CONVERSION

In lieu of a portion of the maximum severance pay allowable in Article 21, Section 11 of this Agreement, employees who have a minimum of seventeen (17) years of service credit with PERS may request to convert the sick leave and vacation leave hours earned in each year of the three (3) years prior to retirement to paid wages.

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

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

Employees wishing to participate in this conversion shall submit a letter of intent to the Employer confirming the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and shall include twenty-six (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.

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

ARTICLE 22 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 leave of absence (and any extensions thereof), must be applied for and granted or rejected with 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. Family and Medical Leave Pursuant to the Family and Medical Leave Act of 1993 (hereinafter referred to as "Family Leave"), employees who have worked for a minimum of twelve (12) months and a minimum of twelve hundred fifty (1250) hours over the previous twelve (12) month period, may be eligible for up to twelve (12) weeks of unpaid leave. The leave may be granted for one of the following reasons:

- 1. 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.
- 2. To care for the employee's family member (spouse, sibling[s], child[ren], parents[in-law], guardian or an individual who stands in loco parentis or an

individual for whom the employee stands en loco parentis) who has a serious health condition (illness, injury, impairment, or physical or mental condition which requires either inpatient care or continuing treatment by a Certified Health Care Provider and for a period of more than three [3] work days).

3. For a serious health condition which makes the employee unable to perform the duties of his/her job.

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

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

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

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

If the employee is not released to return to work from a serious health condition at the end of the twelve (12) weeks of Family Leave, the employee may request additional leave which shall be granted at the discretion of the CSEA Director and in a manner which is consistent with the policies and practices of the Employer.

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

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

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

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

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

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

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.

ARTICLE 23 MISCELLANEOUS

SECTION 1. Employee Assistance Program. An Employee Assistance Program (EAP) is available to all employees who wish to utilize the services provided by this Program. Employees are encouraged to avail themselves of these services and all matters will be held in strictest confidence.

The Employee Assistance Committee shall meet as needed, but at least on a semi-annual basis, to review the performance of the EAP, review and investigate complaints concerning the provider, and shall make recommendations to the Employer concerning the services and performance of the Program.

SECTION 2. Mileage. **Employees using their personal vehicles on required official business shall be reimbursed for actual miles at the higher of the Internal Revenue Service Standard Mileage Rate or the mileage resolution passed by the Trumbull County Commissioners.** Such payment is considered to be the total reimbursement for vehicle related expenses (e.g. gasoline, oil, insurance, depreciation, etc.), however tolls and other expenses shall be reimbursed separately with a receipt for such expenses. Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees are eligible

for mileage expense reimbursements only when travel has been authorized in advance by the Employer or designee. No expense reimbursements shall be paid for travel between the employee's home and the employee's normal work location.

SECTION 3. Driving and Insurability. Any employee who is required to drive during the course of his/her employment must maintain an acceptable driving record and be insurable at all times at reasonable rates. Any employee who fails to maintain an acceptable driving record or is uninsurable at reasonable rates by the County shall be reassigned to an existing vacancy in the employee's classification at the employee's current rate of pay during his/her driving disability if qualified for the vacancy. If no vacancy exists at that time in the employee's classification, the employee shall be reassigned to a lower classification for which the employee is qualified at the lower rate of pay under the wage scale in effect at that time. If no vacancy exists, the employee shall be placed on unpaid leave for a period not to exceed six (6) months during which time the employee must provide proof of insurability at a reasonable rate. If at the end of the six (6) month period no vacancy still exists in either the employee's classification or in a lower paid classification for which the employee is qualified and the employee is still unable to provide proof of insurability at a reasonable rate then the employee shall be terminated.

SECTION 4. 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. Light duty shall be made available as an option for all employees with a service connected disability, if such work is available.

SECTION 5. INJURY REPORT If an employee is injured during the course of employment with the County, the injured employee, or if the employee is incapacitated, anyone with knowledge of the incident must notify a supervisor or Department Head within forty-eight (48) hours from the time of injury. For example, if the incident occurs on Friday at 1:00 p.m., the notification must be before 1:00 p.m. on Sunday. If the employee is unable to speak to a supervisor or Department Head, the incident may be reported on the Call-in line or voicemail. An injury report, developed by the County Human Resources Department must be

completed. Such a report shall be given to the Department Head and forwarded to the County Human Resources Department. If an injury claim is not reported within the time frame, the employee must use sick time for the total time not reported.

SECTION 6. EMPLOYEE BUYOUT 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.

SECTION 7. 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 24 VACATIONS

SECTION 1. Vacation leave for full time employees in the bargaining unit is as follows:

Years of Service in Active Pay Status with the Agency Vacation Accrual

Upon completion of one (1) year of service	Eighty (80) hours accruing at the rate of three and one tenth (3.1) hours each biweekly pay period commencing on the first day of employment.
Upon completion of six (6) years of service	One hundred twenty (120) hours accruing at the rate of four and six tenths (4.6) hours each biweekly pay period commencing on the sixth anniversary of employment.
Upon completion of thirteen (13) years of service	One hundred sixty (160) hours accruing at the rate of six and two tenths (6.2) hours each biweekly

pay period commencing on the thirteenth anniversary of employment.

Upon completion of twenty (20) years of service Two hundred (200) hours accruing at the rate of seven and seven tenths (7.7) hours each biweekly pay period commencing on the twentieth anniversary of employment.

Upon completion of twenty-seven (27) or more years of service

Two hundred forty (240) hours accruing at the rate of nine and two tenths (9.2) hours each bi-weekly pay period commencing on the twenty-seventh anniversary of employment

Employees shall not accrue vacation while on layoff.

SECTION 2. Vacation must be taken in at least one-half (½) hour increments with one (1) day prior notice except in bonafide emergency which shall not be determined in an arbitrary manner and shall be uniformly applied.

SECTION 3. It is the policy of the Agency that employees use vacation leave commensurate with the number of days accrued per year. Employees may accumulate vacation up to three (3) years. Requests to carryover vacation must be made annually at least thirty (30) days prior to forfeiture of vacation. Such requests shall be made on a case by case basis. In no event, will more than a total of sixty (60) vacation days be carried over.

SECTION 4. Calculation of the years of service in Section 1 above shall be adjusted if continuous service is interrupted by more than thirty (30) days in unpaid or inactive pay status.

ARTICLE 25 HOLIDAYS

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

New Year's Day (1st Day of January)
Martin Luther King Day (3rd Monday of January)
President's Day (3rd Monday of February)

Memorial Day (As celebrated)
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 Day (25th Day of December)
Christmas Eve (24th Day of December)
New Year's Eve Day (½ day)

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.

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 ½) 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 except that an employee may use personal leave, vacation or compensatory time in conjunction with the holiday. Employees on long term sick leave (5 consecutive days or more) or employees who provide sufficient documentation from a licensed provider for the day before and/or the day after the holiday shall be paid for the holiday. Definition of sick leave shall be in accordance with Article 21, Section 4 - Uses of Sick Leave.

ARTICLE 26 JURY/WITNESS DUTY

SECTION 1. An employee called 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 duty or witness duty. To be eligible for such pay, an employee must present verification of: (a) his call to jury duty or witness duty; and (b) the amount received as jury or witness fee.

SECTION 2. Employees released from jury duty with more than four (4) hours remaining in their regularly scheduled work day, shall report to work for the remaining hours.

SECTION 3. Employees will not be paid for appearances related to personal matters

such as criminal or civil cases, private suits or complaints, divorce proceedings, traffic court, etc.

ARTICLE 27
MILITARY LEAVE

Military Leave of Absence shall be in accordance of applicable federal law.

ARTICLE 28
HEALTH INSURANCE/HOSPITALIZATION

SECTION 1. 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 sixty (60) calendar days of employment. The Employer shall pay the full cost of all Ohio AFSCME Care Plan Benefits.**

- A. Annual "up front" deductibles shall be to \$200.00 single subscribers and \$400.00 family subscribers
- B. The Annual "maximum out of pocket" expense for each employee shall be \$600 for single subscribers and \$1200 for family subscribers
- C. 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.
- D. Prescription Drugs Effective 1/1/2002, employees of the bargaining unit shall be covered by the Ohio AFSCME Care Plan prescription drug plan in accordance with Section 6 of this Article 28. 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 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

- E. 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.
- F. 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 3 of this Article 28.
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.
- G. 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.
- H. 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.
- I. 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.

SECTION 2. 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.

An employee on an approved worker's compensation claim shall be continued for up to sixty (60) days hospitalization coverage, even if he has an unused sick leave balance. However, no vacation balance be allowed.

SECTION 3. 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:

- A. 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.
- B. Suggesting changes in coverages and plan design, but adhering to the language below.
- C. 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:

- A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- A. The two (2) representatives will mutually agree on a neutral third representative.

- B. The mediators will be given wide latitude in resolving issues under this section, and may:
 - 1. Meet solely among themselves.
 - 2. Hold a formal hearing.
 - 3. Solicit exhibits and evidentiary materials.
 - 4. Direct any witnesses to appear.
- D. 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.
- E. 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.

SECTION 4. "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.

SECTION 5. 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 in the amount of one hundred fifty dollars (\$150.00) per month for waiver of family plan and seventy-five dollars (\$75.00) per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation, he/she shall be immediately enrolled in the Employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section 5 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.

SECTION 6. 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:

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Prescription Drugs Card (8/31/06)	\$133.00
Dental Level 3	\$ 49.00

Total Amount (8/31/06) \$189.25

Effective 1/1/2007

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Prescription Drug Card	\$ 140.00
Dental Level 3	\$ 49.00

Total Amount (1/1/2007) \$196.25

Effective 1/1/2008

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Prescription Drug Card	\$150.00
Dental Level 3	\$ 56.00

Total Amount (1/1/2008) \$206.25

Effective 1/1/2009

Vision Care	\$ 6.75
Hearing Care	\$.50
Prescription Drug Card	\$150.00
Dental Level 3	\$ 56.00

Total Amount (1/1/2009) \$213.25

Section 7. Life Insurance Life insurance coverage will increase to \$35,000 per employee effective 8/1/04.

ARTICLE 29
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 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 : **Verbal Warning**- 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 122 of the Collective Bargaining Agreement.

For the purpose of this article, excessive use of sick leave shall be defined as six (6) unrelated single day absences in a six (6) month period. Related occurrences of single day absences (e.g. continuing therapy, long term dental procedures, etc) shall not constitute a basis for discipline.

Documented medical appointments will not count as an occurrence. Patterned Absence is defined as any trend or pattern of an attendance problem that has developed over a period of two (2) months or more.

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

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

Personal Day Attendance Credit: Commencing 1/01/05, any employee having worked a full calendar quarter with perfect attendance (i.e. not tardiness, early quit, use of sick

leave, emergency vacation, emergency comp time, **injury leave** or 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 with the forty-five day period, the time shall be extended. **Employees may use this day in at least four (4) hour increments.**

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, or 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 30 PERSONNEL FILES

SECTION 1. Each employee of the bargaining unit may inspect his 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 Employer in writing at least twenty-four (24) hours in advance and does not interrupt the work of the employee.

ARTICLE 31 LABOR MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor management relations the parties agree to meet no more than once a on regularly scheduled work time unless otherwise mutually agreed to for the purpose of discussing those matters as outlined in Section 2 below. Neither labor nor management shall have more than four (4) persons attending any labor/management meetings unless both parties agree to a higher number of attendees.

SECTION 2. The parties shall prepare and exchange written agendas of specific matters to be discussed at least three (3) working days in advance of the scheduled meeting. At the same time the Union shall notify the Employer of the names of those committee persons who will be in attendance. If neither party has a prepared an agenda, the meeting shall be waived for that month. Only items on the agenda will be discussed. The parties shall consider alternately the consecutively placed items from

both lists. Minutes will be prepared and disseminated to the parties.

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss grievances which have not yet been processed beyond step three of the grievance procedure by mutual agreement of the parties;
- D. Give the Union representative the opportunity to share the view of their members and/or suggestions on subjects of interest to their members;
- E. Discuss ways to improve efficiency and work performance;
- F. Consider and discuss health and safety matters.

SECTION 3. Labor-Management meetings are not intended to be used as negotiation sessions or as a basis to alter or amend the basic Agreement.

ARTICLE 32 CONTRACTING OUT/BARGAINING UNIT WORK

SECTION 1. The Agency agrees that work normally done by bargaining unit employees or work contained in any job description of any bargaining unit position shall not be contracted out for the purpose and result of laying off or eliminating such bargaining unit positions. The parties agree and recognize that the Employer may be mandated by ODHS to out source some aspects of its functions, and agree that in that event or if another governmental agency becomes responsible for certain functions that are now performed by the CSEA, such functions can be outsourced or transferred and shall not be considered contracting out for purposes of this article.

ARTICLE 33 SAFETY AND HEALTH

SECTION 1. The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

SECTION 2. Occupational safety and health is the mutual concern of the Employer and

the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

SECTION 3. Employees shall follow all departmental safety rules, regulations, and methods.

SECTION 4. Employees will promptly report to their immediate supervisor conditions alleged to be unsafe. The supervisor will investigate the report and correct the condition(s) if possible.

SECTION 5. Safety and health matters of mutual concern will be addressed at the labor-management conferences.

ARTICLE 34 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 stoppages 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 an 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 35 WAIVER IN CASE OF EMERGENCY

SECTION 1. In case 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 Agreement 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 agreements and practices relating to the assignment of work to all Agency employees;
- C. Limitations and distribution of overtime.

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

ARTICLE 36
SEVERABILITY

SECTION 1. It is the intent of the Employer and the Union that this Agreement comply, in every respect, with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Employer and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. The meeting cannot be used for any purpose other than negotiating on the unlawful section or clause.

ARTICLE 37
MODIFICATION

SECTION 1. The parties hereby agree that any addition or modifications to the express terms of this Agreement or the negotiation of the application, interpretation, and/or exercise of provisions of this Agreement may be made during the term of this Agreement only by mutual written agreement of the parties.

ARTICLE 38
DURATION

This Collective Bargaining Agreement shall be in full force and effect commencing August 1, **2006** and continue in effect until expiration July 31, 2009. If either party desires to modify or amend the Agreement it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks of receiving such notice of intent.

Executed this 15th day of November, 2007 at Warren, Ohio.

For Local 3808 AFSCME, AFL-CIO

Robert March
Robert March, President
AFSCME Local 3808

Sheila Saluga
Sheila Saluga, Vice-President
AFSCME Local 3808

Ada M. Policastro
Ada Marie Policastro
Executive Board Member

For Ohio Council 8
AFSCME, AFL-CIO

John Filak
John Filak
Regional Director

For the Employer

Daniel Polivka
Daniel Polivka
Trumbull County Commissioner

Frank Fuda
Frank Fuda
Trumbull County Commissioner

Paul Heltzel
Paul Heltzel
Trumbull County Commissioner

Thomas Manoney
Thomas Manoney
Agency Director

James M. Keating
James Keating, Trumbull County Human
Resources Director

MEMO OF UNDERSTANDING

Trumbull County Child Support Enforcement Agency
And
AFSCME Local 3808
And
AFSCME Ohio Council 8, AFL-CIO

June 24, 2010

RE: Amendment to Term of Agreement

It is hereby agreed by and between the Trumbull County Child Support and Enforcement Agency, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3808, 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/roll-over of 2009.

For Trumbull County CSEA

Diane Shamrock
Doreen Lorey
Jim M. [unclear]

For the Union

Robert March
Shirley D. [unclear]
James L. [unclear]
Deborah Bendas, Staff Rep

Date June 29, 2010



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 3808, OHIO COUNCIL 8, AFL-CIO AND CSEA
FOR EXTENSION "ROLLOVER" OF COLLECTIVE
BARGAINING AGREEMENT, INCLUDING WAGE FREEZE**

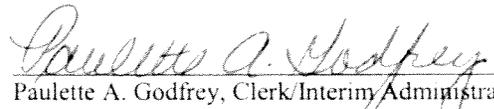
MOTION: Made by Mr. Heltzel, seconded by Mr. Fuda, to approve the Memorandum of Understanding by and between the TRUMBULL COUNTY COMMISSIONERS and the AFSCME Local 3808, AFSCME Ohio Council 8, AFL-CIO and the TRUMBULL COUNTY CHILD SUPPORT ENFORCEMENT AGENCY for an extension "roll over" of the current 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

/pjk

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

Tentative Agreement

Trumbull County Child Support Enforcement Agency
And
AFSCME Local 3808
And
AFSCME Ohio Council 8, AFL-CIO

June 10, 2011

RE: Amendment to Term of Agreement

It is hereby agreed by and between the Trumbull County Commissioners on behalf of the Trumbull County Child Support and Enforcement Agency, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3808, 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 years.

The new expiration date will be July 31, 2014.

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

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

For Trumbull County CSEA

[Handwritten Signature]

Date June 12, 2011

For the Union

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature] PRESIDENT

APPENDIX "A" CERTIFICATION

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

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

and

Trumbull County Commissioners, Trumbull County Child Support Enforcement Agency,
Employer.

Case Number: 98-REP-01-0004

AMENDMENT OF CERTIFICATION

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Mason: March 12, 1998.

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (Employee Organization) is the Board-certified exclusive representative of certain employees of the Trumbull County Commissioners, Trumbull County Child Support Enforcement Agency (Employer). The Employee Organization and the Employer jointly filed a Petition for Amendment of Certification seeking to amend the certification to reflect certain changes in the existing unit. The Board approves the petition and amends the unit, which is now certified as follows:

Included: All employees of the Trumbull County Child Support Enforcement Agency including: Account Clerk I, Account Clerk II, Cashier I, Cashier II, Clerical Specialist; Clerical Specialist II, Collection Specialist, Data Entry Clerk, Enforcement/Establishment Aide; Enforcement/Establishment Aide II, Enforcement Specialist I, Enforcement Specialist II, Establishment Specialist I, Establishment Specialist II, Journal Clerk, Locations Aide, Locations Investigator, Mail Clerk/Messenger, Modification Specialist, Records Officer, Tax Offset Coordinator, Typist/Receptionist/Clerk, Welfare Accounts Aide and Welfare Accounts Specialist.

Excluded: All management-level employees, professional employees, confidential employees, guards, students and supervisors as defined in the Act, and seasonal and casual employees including; Director, Welfare/Hearings/Tax Offset/Special Projects Officer, Distribution/Arrearage Supervisor, Collection/Fiscal Administrative Operations Officer, Support Staff/Records Supervisor, Enforcement/Locations/Establishment Officer, Administrative Assistant, and Unit Supervisor.

APR 28 1998

APPENDIX "A" cont'd.

Amendment of Certification
Case No. 98-REP-01-0004
March 12, 1998
Page 2

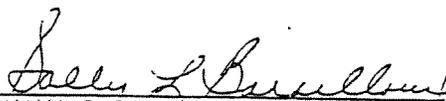
It is so directed.

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


SUE POHLER, CHAIRMAN

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

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 13th day of March, 1998.


SALLY L. BARAILLOUX
EXECUTIVE SECRETARY

JHE/mw/591/3-12b/79

RECEIVED

MAR 24 1998

OCB LEGAL DEPT.

APPENDIX "B"
WAGES

PAY GRADE 1

PAY GRADE 2
Receptionist
Mail Clerk Messenger

PAY GRADE 3
Enforcement Specialist 1

PAY GRADE 4
Administrative Assistant
Collection Specialist
Locations Investigator
Specialist Assistant

PAY GRADE 5

PAY GRADE 6
Public Assistance Specialist
Modification Specialist
Establishment Specialist 2
Enforcement Specialist 2

WAGE SCHEDULE

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE
 CONTRACT CODE: 001 AFUDSM LOCAL 2943
 CONTRACT DATE: 2007/01/01 TYPE: BOTH

1/24/2007

	0 YEARS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
RANGE 1	18,137 9,240	19,677 9,442	20,230 9,726	20,803 10,021	21,389 10,282	21,995 10,548	22,624 10,824	23,247 11,083	24,140 11,608	24,287 12,152	24,491 12,716
RANGE 2	20,423 9,770	20,897 10,046	21,498 10,310	22,096 10,621	22,724 10,928	23,370 11,215	24,024 11,501	24,492 11,750	25,856 12,346	26,878 12,926	28,163 13,519
RANGE 3	22,087 10,418	22,713 10,819	23,357 11,229	24,024 11,550	24,709 11,879	25,414 12,213	26,070 12,506	26,640 12,807	27,912 13,412	28,748 14,016	30,650 14,716
RANGE 4	24,071 11,076	24,761 11,503	25,466 11,943	26,195 12,393	26,948 12,799	27,716 13,161	28,380 13,442	28,960 13,712	30,651 14,689	31,815 15,343	33,452 16,087
RANGE 5	26,548 12,363	26,279 12,612	27,033 12,986	27,808 13,369	28,606 13,729	29,428 14,101	30,131 14,487	30,858 14,816	32,340 15,541	33,430 16,191	35,031 17,032
RANGE 6	27,110 13,081	27,991 13,452	28,794 13,843	29,621 14,249	30,478 14,614	31,361 15,036	32,107 15,431	32,879 15,872	34,464 16,562	36,127 17,168	37,870 18,282
RANGE 7	28,423 14,147	30,268 14,551	31,141 14,974	32,041 15,403	32,966 15,846	33,918 16,307	34,736 16,799	35,574 17,102	37,392 17,828	39,096 18,762	40,950 19,792
RANGE 8	31,881 15,124	32,802 15,702	33,750 16,260	34,727 16,897	35,734 17,579	36,769 18,174	37,830 18,840	38,960 19,520	40,438 20,422	42,400 21,386	44,859 22,376
RANGE 9	34,191 16,438	35,181 16,919	36,200 17,408	37,251 17,901	38,321 18,409	39,417 18,949	40,528 19,528	41,762 20,192	43,292 21,062	45,502 22,178	47,717 23,348
RANGE 10	38,528 18,521	39,646 19,006	40,800 19,519	41,988 20,188	43,211 20,776	44,479 21,390	45,864 21,901	46,663 22,431	48,938 23,526	51,323 24,678	53,828 26,073
RANGE 11	42,351 20,261	43,586 20,949	44,858 21,663	46,169 22,396	47,517 23,147	48,900 23,900	50,328 24,686	51,322 25,470	53,828 26,798	56,458 27,943	59,222 29,471
RANGE 12	45,777 22,002	47,111 22,608	48,482 23,330	49,890 24,078	51,371 24,852	52,876 25,654	54,160 26,484	55,491 27,307	58,206 28,306	61,096 29,358	64,048 30,792
RANGE 13	48,106 23,607	50,544 24,300	52,028 25,020	53,548 25,742	55,119 26,498	56,735 27,264	58,126 28,042	59,547 28,826	62,404 30,030	65,527 31,834	68,744 33,050
RANGE 14	53,126 25,512	54,683 26,289	56,289 27,020	57,940 27,858	59,642 28,745	61,397 29,678	62,903 30,249	64,448 30,923	67,607 32,574	70,928 34,100	74,424 35,786
RANGE 15	57,021 27,428	58,707 28,265	60,432 29,120	62,210 29,987	64,040 30,788	65,925 31,637	67,843 32,478	69,202 33,270	73,601 34,983	77,571 36,627	81,721 38,426
RANGE 16	61,087 30,259	62,913 31,200	64,826 32,179	66,791 33,079	68,820 34,041	70,910 35,029	72,954 36,016	74,704 36,990	80,109 39,101	84,264 40,918	88,427 42,982
RANGE 17	69,065 33,219	71,120 34,192	73,218 35,201	75,378 36,239	77,603 37,319	79,897 38,428	81,864 39,577	83,882 40,829	88,018 42,149	92,387 44,409	96,924 46,893

PH0110

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE

1/28/2007

CONTRACT CODE: 001 AFSCME LOCAL 2843

CONTRACT DATE: 2006/01/01

TYPE: NONE

	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS	
RANGE 1	19,711 9,494	20,267 9,743	20,837 10,010	21,427 10,304	22,032 10,618	22,655 10,953	23,299 11,308	23,970 11,686	24,664 12,092	25,386 12,518	26,140 12,966	26,931 13,469
RANGE 2	20,933 10,039	21,524 10,381	22,133 10,649	22,759 10,948	23,408 11,282	24,071 11,637	24,742 12,011	25,427 12,404	26,136 12,816	26,872 13,248	27,636 13,722	28,429 14,204
RANGE 3	21,190 10,017	21,194 11,247	21,038 11,568	21,748 12,096	22,480 12,704	23,236 13,348	24,018 14,024	24,828 14,736	25,668 15,480	26,540 16,216	27,444 17,032	28,372 17,768
RANGE 4	24,788 15,910	25,506 17,018	26,230 18,016	26,961 19,014	27,712 20,012	28,484 21,010	29,278 22,008	30,094 23,006	30,932 24,004	31,794 25,002	32,680 26,000	33,602 27,000
RANGE 5	26,118 12,034	27,067 13,032	27,944 14,030	28,841 15,028	29,760 16,026	30,701 17,024	31,664 18,022	32,650 19,018	33,670 20,014	34,704 21,010	35,762 22,006	36,884 23,002
RANGE 6	28,526 13,470	28,831 14,468	29,099 15,466	29,518 16,464	30,000 17,462	30,544 18,458	31,150 19,454	31,818 20,450	32,550 21,446	33,346 22,442	34,198 23,438	35,116 24,434
RANGE 7	30,106 14,570	31,176 15,568	32,078 16,566	33,008 17,564	33,964 18,560	34,946 19,556	35,954 20,552	36,988 21,548	38,058 22,544	39,194 23,540	40,342 24,532	41,724 25,524
RANGE 8	32,837 15,780	33,786 16,778	34,769 17,776	35,789 18,774	36,846 19,770	37,940 20,766	39,070 21,762	40,236 22,758	41,578 23,754	42,976 24,746	44,460 25,738	46,000 26,730
RANGE 9	35,217 16,931	36,236 17,929	37,286 18,926	38,369 19,922	39,486 20,918	40,638 21,914	41,824 22,910	43,146 23,906	44,704 24,902	46,166 25,894	48,230 26,886	50,862 27,870
RANGE 10	39,684 18,078	40,835 19,076	42,024 20,074	43,248 21,072	44,507 22,068	45,822 23,064	47,184 24,060	48,724 25,056	50,150 26,052	51,982 27,046	54,040 28,038	57,100 29,030
RANGE 11	43,622 20,972	44,894 21,970	46,204 22,968	47,554 23,966	48,943 24,962	50,372 25,958	51,841 26,954	53,350 27,950	54,868 28,946	56,944 29,942	60,080 30,934	63,430 31,926
RANGE 12	47,180 22,682	48,524 23,980	49,948 24,978	51,467 25,974	53,032 26,970	54,724 27,966	56,554 28,962	58,624 29,958	60,742 30,954	63,000 31,946	65,420 32,938	68,330 33,930
RANGE 13	50,570 24,348	52,080 25,346	53,666 26,344	55,334 27,340	57,087 28,336	58,924 29,332	60,846 30,328	62,844 31,326	64,920 32,320	67,170 33,314	69,760 34,306	72,320 35,294
RANGE 14	54,720 26,107	56,323 27,104	57,978 28,102	59,679 29,100	61,528 30,096	63,476 31,094	65,524 32,092	67,682 33,090	69,950 34,086	72,500 35,082	75,040 36,074	77,420 37,066
RANGE 15	58,742 28,243	60,468 29,102	62,248 30,100	64,076 31,098	66,041 32,096	68,154 33,094	70,416 34,092	72,946 35,090	75,564 36,086	78,380 37,082	81,020 38,074	83,610 39,066
RANGE 16	64,949 31,025	66,860 32,024	68,821 33,022	70,834 34,020	72,900 35,018	75,020 36,016	77,194 37,014	79,524 38,012	82,120 39,010	84,740 40,006	87,160 41,002	89,930 42,000
RANGE 17	71,158 34,210	73,254 35,222	75,418 36,234	77,649 37,248	79,948 38,274	82,316 39,320	84,754 40,356	87,262 41,346	89,830 42,382	92,040 43,418	94,980 44,446	97,300 45,502

FD0118

TRINIDAD COUNTY EMPLOYEE SALARY SCHEDULE

3/26/2007

CONTRACT CODE: 001 AFSCME LOCAL 2945
 CONTRACT DATE: 2006/01/01 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	10,303 8,7406	20,879 10,0341	21,162 10,0383	22,070 10,4104	22,692 10,0096	23,338 11,2188	23,885 11,6832	24,450 11,7548	25,410 12,3126	26,827 12,8976	28,105 13,5120
RANGE 2	11,861 10,1689	22,170 10,6587	22,787 10,8601	23,442 11,2702	24,308 11,5904	24,793 11,9187	25,381 12,2024	25,984 12,4923	27,110 13,0941	28,516 13,7086	29,877 14,3539
RANGE 3	13,412 11,2488	24,096 11,8846	24,780 11,9139	25,407 12,3634	26,274 12,6029	26,803 12,9620	27,085 13,2726	27,268 13,6875	28,811 14,3262	30,029 14,9178	31,517 15,6323
RANGE 4	15,119 12,2794	26,269 12,6293	27,017 12,9889	27,790 13,3404	28,846 13,7433	29,407 14,1280	29,685 14,4790	30,038 14,8221	31,306 15,5179	32,858 16,0779	34,490 17,0628
RANGE 5	16,879 13,0338	27,879 13,7680	28,678 14,1832	29,501 14,5904	30,348 14,9904	31,220 15,0096	31,948 15,3692	32,738 15,7394	34,309 16,4967	35,862 17,2894	37,687 18,1234
RANGE 6	18,687 13,8784	29,696 14,2749	30,548 14,6845	31,428 15,1082	32,331 15,5438	33,263 15,9918	34,062 16,3760	34,881 16,7497	36,583 17,8784	38,327 18,4244	40,179 19,3168
RANGE 7	20,541 15,0072	31,111 15,6380	32,027 16,0632	32,992 16,5623	34,071 16,8138	35,084 17,3080	35,852 17,7148	37,740 18,1442	39,561 19,0297	41,477 19,9409	43,488 20,9077
RANGE 8	22,441 16,2606	32,800 16,7308	33,896 17,2144	34,862 17,7128	35,918 18,2028	36,908 18,7538	37,950 19,2077	39,918 19,6721	42,901 20,6285	44,962 21,0266	47,187 22,6744
RANGE 9	24,374 17,4384	34,323 17,9438	35,408 18,4639	36,520 19,0000	37,658 19,5534	38,800 20,1197	39,863 20,6072	41,902 21,1047	44,026 22,1322	46,272 23,2077	48,623 24,3380
RANGE 10	26,341 19,4834	36,040 20,2212	37,286 20,8161	38,548 21,4189	39,828 22,0284	41,180 22,6027	42,529 23,2861	43,506 23,8008	46,508 24,9591	48,648 26,1774	51,187 27,4582
RANGE 11	28,431 21,6014	38,241 22,3513	39,590 23,0798	40,982 23,8486	42,411 24,3361	43,883 24,9418	45,148 25,5524	46,446 26,1768	49,506 27,4548	51,897 28,7966	55,187 30,2063
RANGE 12	30,541 23,8496	40,987 24,0298	42,444 24,7327	43,949 25,4881	45,489 26,2034	47,068 26,9632	48,467 27,6284	49,871 28,3034	53,741 29,6888	56,371 32,1428	60,948 32,4673
RANGE 13	32,674 25,0482	43,622 25,7798	45,194 26,5386	46,809 27,3120	48,476 28,1138	49,978 28,9375	51,864 29,8442	53,172 30,3716	57,268 31,8986	59,518 33,4221	63,936 35,9626
RANGE 14	34,831 27,0871	46,512 27,8909	47,917 28,7101	49,468 29,5523	51,078 30,4207	52,734 31,3254	54,734 32,0827	56,189 32,8697	61,724 34,4827	65,248 36,5179	70,848 39,7888
RANGE 15	37,014 29,0886	49,582 29,9433	51,112 30,8231	52,798 31,7288	54,540 32,6635	56,340 33,6280	58,168 34,4560	59,824 35,2962	65,820 37,6298	69,396 39,3986	74,802 42,9788
RANGE 16	39,221 31,1628	52,858 33,1087	54,494 34,0844	56,239 35,0885	58,093 36,1216	59,958 37,2890	61,844 38,1024	63,589 39,0389	71,203 40,9635	74,820 42,9788	80,802 46,0971
RANGE 17	41,451 33,2370	56,270 36,2750	58,047 37,3447	59,889 38,4466	61,793 39,5823	63,740 40,7514	65,724 41,7548	67,644 42,7827	75,376 44,8518	79,982 47,1067	86,802 49,4308

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

1. The parties agree that the purpose of the organization is to establish and collect support obligations.

2. The parties shall work together to make the organization meet that purpose.

3. The Agency shall allow direct participation from the Union representative in planning and modifying the restructuring of the Agency, keeping in mind the purpose of the Agency.

APPENDIX "D"

OFFICIAL GRIEVANCE FORM

AFSCME LOCAL _____
SILP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

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

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

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

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

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



APPENDIX "E"



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)

