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AGREEMENT

BETWEEN

LOCAL 8845

OF

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

AND THE

LORAIN COUNTY CLERK OF COURTS

**Effective May 15, 2012
Through May 14, 2015**

TABLE OF CONTENTS

PREAMBLE/PURPOSE.....	1
ARTICLE 1 UNION RECOGNITION.....	1
ARTICLE 2 DUES CHECK-OFF	2
ARTICLE 3 FAIR SHARE FEE.....	4
ARTICLE 4 PLEDGE AGAINST COERCION.....	5
ARTICLE 5 MANAGEMENT RIGHTS.....	5
ARTICLE 6 UNION REPRESENTATION	6
ARTICLE 7 GRIEVANCE PROCEDURE.....	7
ARTICLE 8 DISCIPLINARY PROCEDURES	11
ARTICLE 9 SENIORITY.....	12
ARTICLE 10 JOB POSTING.....	12
ARTICLE 11 TEMPORARY WORKING LEVEL	13
ARTICLE 12 LAYOFF AND RECALL	14
ARTICLE 13 MILITARY LEAVE.....	15
ARTICLE 14 UNION ABSENCES.....	17
ARTICLE 15 HOURS OF WORK/OVERTIME	17
ARTICLE 16 REPORT AND CALL IN PAY	18
ARTICLE 17 VACATION.....	18
ARTICLE 18 HOLIDAYS.....	20
ARTICLE 19 BEREAVEMENT LEAVE	21
ARTICLE 20 COURT LEAVE	22
ARTICLE 21 LEAVE OF ABSENCE.....	22
ARTICLE 22 DISABILITY LEAVE.....	23
ARTICLE 23 SICK LEAVE/PERSONAL LEAVE	24
ARTICLE 24 UNION BULLETIN BOARDS.....	26
ARTICLE 25 PROBATION PERIODS/PERFORMANCE EVALUATIONS.....	27
ARTICLE 26 NO STRIKE/NO LOCKOUT	28
ARTICLE 27 WAIVER IN CASE OF EMERGENCY.....	28
ARTICLE 28 SEVERABILITY	29
ARTICLE 29 HEALTH CARE COVERAGE	29
ARTICLE 30 WAGES.....	30
ARTICLE 31 CLASSIFICATION AND JOB DESCRIPTION	32
ARTICLE 32 RULES AND REGULATIONS.....	32
ARTICLE 33 LABOR/MANAGEMENT MEETINGS	32
ARTICLE 34 INSURABILITY OF COUNTY EMPLOYEES	33
ARTICLE 35 HEALTH AND SAFETY	34
ARTICLE 36 LIFE INSURANCE.....	35
ARTICLE 37 FAMILY MEDICAL LEAVE.....	35
ARTICLE 38 DURATION OF AGREEMENT	35
SIGNATURE PAGE.....	36
APPENDIX A PAYROLL DEDUCTION AUTHORIZATION FORM.....	37
APPENDIX B UNION REPRESENTATIVE TIME FORM.....	38
APPENDIX C GRIEVANCE APPEAL	39

APPENDIX D DRUG AND ALCOHOL USE POLICY	42
SIDE AGREEMENT #1 BROAD STREET OFFICE LATE SHIFT PREMIUM.....	47
SIDE AGREEMENT #2 OFFICE REASSIGNMENT.....	47
SIDE AGREEMENT #3 HOURS OF WORK	47
SIDE AGREEMENT #4 SICK LEAVE DONATION.....	47
SIDE AGREEMENT #5 OPTIONAL BENEFIT PROGRAMS	48
SIDE AGREEMENT #6 PREEMPTION OF STATUTORY RIGHTS.....	48
SIDE AGREEMENT #7 WAGE REOPENER	49
SIDE AGREEMENT #8 FUNERAL LEAVE.....	49
SIDE AGREEMENT #9 2007-2012 COMPENSATION/WAIVER	49
SIDE AGREEMENT #10 WEEKEND OPERATIONS.....	49

PREAMBLE/PURPOSE

This agreement, entered into by the Lorain County Clerk of Courts, hereinafter referred to as the "Employer," and the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of Local #8845, hereinafter referred to as the "Union," has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized Employer/employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the various departments.
- C. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117, Ohio Revised Code, federal laws, and the constitutions of the State of Ohio and the United States of America.
- D. To ensure the right of every employee to fair and impartial treatment.
- E. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This agreement pertains to all employees within the bargaining unit defined hereunder.
- F. Whenever the term "Employer" is utilized in this agreement, it shall be deemed to mean appointing authority or his designated representative.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals holding one of the following job classifications:

Bargaining Unit A

Account Clerk 1
Account Clerk 2
Clerical Specialist
Clerk 1
Clerk 2
Typist 1

Bargaining Unit B

Title Specialist/Cashier
Title Specialist/Cashier Monitor

Section 2. The following job titles shall be excluded from the respective bargaining unit:

Account Clerk 1 (Legal)
Account Clerk 3
Administrative Secretary
Branch Title Office Manager
Chief Deputy/Clerk of Courts
Computer Systems Manager 1
Legal Office Supervisor
Secretary to Clerk of Courts
Title Division Manager
Title Office Supervisor

Account Clerk 2 (Legal)
Administrative Assistant
Assistant Chief Deputy
Business Administrator
Clerical Supervisor
Legal Office Manager
Legal Specialist 1
Legal Specialist 2
Student Intern
Title Office Manager

Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary and seasonal employees shall not be included in the bargaining unit.

Section 3. Should new classifications be established which are not subject to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board for a unit clarification determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

ARTICLE 2

DUES CHECK-OFF

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying job classifications as have been determined by this agreement to be appropriately within the bargaining unit.

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

The Employer will check-off monthly dues, assessments and initiation fees in the amount designated in writing by the International Treasurer of the Union.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the payroll office of each employee unit.

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

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

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

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

Section 7. Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

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

Section 9. The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms to the Union Financial Secretary, or successor, upon receipt of written notification from the Union at 226 Middle Avenue, Elyria, Ohio 44035.

ARTICLE 3
FAIR SHARE FEE

Section 1. Upon the execution of the agreement, each employee hired by the Employer who is not specifically excluded from the bargaining unit under the terms of this agreement, who does not become a member of the Union within sixty (60) days of employment, shall be required as a condition of employment to pay the Union a fair share fee.

Section 2. The fair share fee shall be established to cover the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering the collective bargaining agreement (hereinafter referred to as the "agreement"), and of settling grievances and disputes arising under the agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement.

Section 3. Prior to the effective date of these fair share provisions and the anniversary date of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

In no event shall the fair share fees exceed the amount of dues paid by Union member employees.

Section 4. In the event that any employee who is required to pay a fair share to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in a interest-bearing escrow account, pending exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB), pursuant to the provisions of Revised Code Section 4117.09 (C).

Section 5. The Employer shall be relieved from making fair share deductions from an employee upon: (1) termination of employment; or (2) transfer to a job other than one covered by the agreement; or (3) layoff from work; or (4) an agreed leave of absence.

The Employer shall not be obligated to make fair share fee deductions from any employee who, during the month involved, shall have failed to have received sufficient wages to equal the deductions. The fair share fee shall be deducted and remitted during the same period as Union dues.

Section 6. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bonafide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union.

Section 7. The deduction of a fair share fee by the Employer shall be automatic and in compliance with the provisions of this article and ORC 4117.09 (c). The Employer shall provide the Union with a monthly list of all employees who are paying a fair share fee.

ARTICLE 4 **PLEDGE AGAINST COERCION**

Section 1. 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 2. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct or supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this agreement.

ARTICLE 6

UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. Each steward may have an alternate steward, to act as a steward, in the absence of the regular steward.

Section 2. There shall be one (1) steward recognized by the Employer for each shift. The Union shall notify the Employer, in writing, of the names of the Executive Board officers and of the steward and alternate before being recognized by the Employer. The Union shall notify the Employer, in writing, regarding any changes in the identity of steward and/or alternate and Executive Board officers.

Section 3. The designated Union steward or alternate may conduct appropriate Union business as defined herein.

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

- A. Representation of a unit member at any step of a grievance where the affected employee requests such representation;
- B. Representation of a unit member at a predisciplinary conference where the affected employee requests such representation;
- C. Attendance at meetings between the Union and the Employer where their attendance is requested.

Elected Union officials shall be permitted reasonable time off with pay to conduct representative's business as defined above.

Section 4. In addition to the time allowed in Section 3 above, the steward or alternate steward and/or Executive Board officers shall be allowed time off to conduct up to four (4) hours of Union activity per calendar month for matters related to the administration of the collective bargaining agreement. Such additional time off shall be provided on an unpaid basis and shall be subject to the restriction identified in Section 5 of this article. Whenever possible, the Union

shall provide seventy-two (72) hours notification prior to being authorized to conduct Union activity.

Section 5. Rules governing the activities of Union officials are as follows:

- A. Prior to commencing Union representational activities, the steward/alternate and Executive Board officers must obtain advanced authorization from his immediate supervisor;
- B. The steward/alternate and Executive Board officers shall not conduct Union activities in any work area without obtaining authorization from the area's supervisor;
- C. The steward/alternate and Executive Board officers shall cease activities immediately upon receiving an order from a supervisor.

Section 6. The Union will designate the employee representatives who will be responsible for conducting Union negotiations. Each so designated representative shall be allowed a maximum of eighty (80) hours time off with pay in any applicable calendar year to conduct contract negotiations, attend meetings preliminary to the formal negotiations process, prepare proposals, and conduct research. If necessary, time off in excess of the eighty (80) hours maximum shall be provided on an unpaid basis.

Section 7. Prior to leaving the assigned work area, the Union steward/alternate and/or Executive Board officer shall be required to complete the Union Representative Time Form. Authorization to commence Union activity shall not be unreasonably denied by supervisory personnel. Said form shall be furnished by the Employer and shall be issued by the supervisor upon a request from the steward.

Section 8. The Union may designate appropriate committee members as authorized by the international constitution and local Union by-laws.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by the provisions of federal and/or state laws and/or by the United States or Ohio constitutions.

Section 2. A grievance, under this procedure, may be brought by any employee who is in the bargaining unit. Where a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance. Any employee may present a grievance and have it adjusted provided that the Union Representatives have an opportunity to be present at the adjustment.

Section 3. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step.

Any employee or the Union may, through the authorized representative, withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure.

Section 4. The written grievance shall state on the grievance form, attached as Appendix C, the specific article and paragraph of this agreement alleged to have been violated, an explanation of the facts, and the relief requested.

Section 5. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

Section 6. Each grievance shall be processed in the following manner.

Step 1 - Immediate Supervisor

The aggrieved employee(s) with the Union steward, if requested, shall present the grievance and four (4) copies to his immediate supervisor within five (5) working days following the occurrence, or within five (5) working days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. However, no grievance will be considered if filed later than fifteen (15) calendar days after the occurrence of the incident giving rise to the grievance, except that an employee on vacation or an approved leave of absence may file a grievance within five (5) working days of his return to work. The immediate supervisor may schedule a meeting, within five (5) working days of receipt of the grievance, with the aggrieved employee and any witnesses/personnel he considers necessary to arrive at an answer. The immediate supervisor shall within five (5) working days of receipt of the written grievance or any Step 1 meeting, if applicable, respond in writing on the original and all copies. The original and three (3) copies shall be returned to the grievant. Nothing herein shall be construed to preclude the parties from informally discussing a matter prior to a grievance being filed.

Step 2 - Division Manager

Should the grievant not be satisfied with the answer he received in Step 1, within three (3) working days after his receipt thereof, he may carry or have his steward carry the grievance in an original and three (3) copies to the Division Manager.

The Division Manager shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee and his steward, as well as the supervisor, and any witnesses/ personnel the parties deem appropriate. The Division Manager shall give his answer to the aggrieved employee, in writing, within ten (10) working days after such conference, and return the original and two (2) copies to the grievant. In those areas where the grievant's immediate supervisor and

the Division Manager are the same person, the grievant may proceed to Step 3 of this grievance procedure without going through Step 2.

Step 3 - Lorain County Clerk of Courts

Should the grievant not be satisfied with the written answer he received in Step 2 (or Step 1, where applicable), within five (5) working days after his receipt thereof, he may submit or have his steward submit the original of the grievance form and two (2) copies to his appointing authority. The appointing authority or designee shall, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee, the staff representative of Local Union #8845 USWA, and the appropriate unit steward, as well as the supervisor, Division Manager, and any witnesses/personnel the parties consider necessary to arrive at an answer. The Lorain County Clerk of Courts/designee shall respond to the grievance within fifteen (15) working days after the hearing, and send a copy of the answer to the staff representative of Local #8845. Notwithstanding the other provisions above, grievances involving suspension or discharge may be filed directly at Step 2, and shall be filed within five (5) calendar days of the issuance of the disciplinary notice.

Step 4 - Intent To Arbitrate

If the grievance has been properly processed and is not satisfactorily resolved at Step 3, the Union will notify the Lorain County Clerk of Courts, in writing, within ten (10) days of the Step 3 response that the grievance will be submitted to arbitration. A grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. The parties shall confer and attempt to mutually select an arbitrator within seven (7) calendar days after notice of arbitration has been submitted. If the parties fail to confer or mutually select an arbitrator, the Union shall submit a request to FMCS to provide a panel of seven (7) arbitrators. Both the Union and the Employer shall alternately strike the list. Additionally, each party may reject one (1) list in accordance with FMCS procedures.
- B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:
 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rule-making powers not inconsistent with the agreement.
 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except as such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of right set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

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

The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the staff representative, and the grievant. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normal scheduled working hours on the day of the hearing.

Section 7. When an employee covered by this agreement represents himself in a grievance, in accordance with the provision set forth in Section 2 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provisions of this agreement. Whenever an employee elects to represent himself in a grievance, the employee must sign a written waiver holding the Union harmless from any claim by the employee. The employee must represent himself and shall be prohibited from utilizing counsel. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.

Section 8. The Employer and the Union will develop jointly a grievance form, which shall provide the information as outlined in Section 4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance.

ARTICLE 8

DISCIPLINARY PROCEDURES

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

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

Section 3.

- A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. For purposes of this article, gross misconduct shall be defined as any violation listed as a Group III violation in the Employer's disciplinary policy.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

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

Section 5. Records of instruction and cautionings and written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date provided there are no intervening disciplinary actions taken during that time period. Records of suspensions shall cease to have force and effect or be considered in future disciplinary matters eighteen (18) months after their effective date provided there are no intervening disciplinary actions taken during that time period.

Section 6. Each employee, with or without his Union steward, may inspect his personnel file maintained by the Employer during non-working time upon one (1) working day's advance written request personally signed by the employee. The terms of this section shall not be applied

in such a fashion as to interrupt the work schedules of the employees nor to cause any expense to the Employer.

ARTICLE 9 **SENIORITY**

Section 1. For the purpose of this agreement, seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer, provided the employee does not have seniority terminated as identified in Section 3 of this article. Unless otherwise expressly stated in a provision elsewhere in this agreement, seniority shall be the determining factor in matters affecting layoff, recall, transfers, promotions and non-disciplinary demotions.

Section 2. Upon completion of the probationary period as set forth in Article 25 herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of hire.

Section 3. Seniority shall terminate:

1. If an employee is discharged for just cause and the discharged is not reversed through the grievance procedure;
2. The employee voluntarily quits or accepts a position outside of the bargaining unit (however, an employee who accepts a position out of the bargaining unit may keep his seniority if he steps down or is demoted back to his former position within the probationary period of a promotion);
3. The employee retires.

Section 4. In the event of a layoff, employees will continue to retain seniority for a period of two (2) years. Employees shall accrue seniority while on layoff.

ARTICLE 10 **JOB POSTING**

Section 1. Whenever the Employer determines that a vacancy exists in the bargaining unit or a new position is created in the bargaining unit, the Employer shall post for five (5) working days a notice of opening stating the job classification, rate of pay, shift, work location, essential functions, and minimum qualifications necessary.

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

Section 3. The Employer may fill vacant positions on a temporary basis for a period not to exceed one (1) calendar month; such period shall be counted as a part of the probationary period in case the temporarily assigned employee is subsequently awarded the vacant position. Experience of a temporary nature shall not be a determining factor in awarding a permanent position.

Section 4. Where two (2) or more applicants are relatively equal in qualifications, then seniority shall govern and the most senior qualified applicant will be awarded the vacancy. Where seniority of two (2) or more applicants is equal, the vacancy will be awarded by the toss of a coin.

Section 5. An employee who is awarded a posted bargaining unit position shall, upon written request, have the right to return to their previous position within thirty (30) days of the starting date of the new position. The Employer shall have the right to return an employee to their previous position for failure to perform adequately. Such return may occur at any time after the thirtieth (30th) day of the probationary period. Employees returning to their previous position shall also be returned to their previous rate of pay. Any employee requesting a return to a previous position shall be prohibited from submitting promotional requests for a period of six (6) months.

Section 6. Whenever possible, vacancies in positions in the bargaining unit shall be filled by promotions within the bargaining unit within their classification series. In the event that there are no qualified internal candidates for a posted vacancy, the position may be filled from outside the bargaining unit.

Section 7. The Employer will post a notification which identifies the individual who has been selected for each job posting. Such notification or a statement indicating that the position will remain vacant shall be posted within forty-five (45) days of the closing date of the job posting. Failure to select an individual within forty-five (45) days of the posting closing shall require the position to be re-posted prior to filling.

ARTICLE 11

TEMPORARY WORKING LEVEL

Section 1. Whenever a bargaining unit employee is assigned to work in a classification which is assigned to a higher pay range, said employee may be eligible for a temporary working level adjustment. To become eligible for such adjustment, the employee must be assigned to work in the higher classification for a minimum of one (1) working day. Whenever an employee is assigned to a higher classification for a period of less than one (1) working day, said employee shall not be eligible for the working level adjustment.

Section 2. This pay adjustment shall increase the employee's hourly rate of pay to the greater of (a) the higher classification's minimum hourly rate or (b) a rate of five percent (5%) above his current hourly rate of pay.

Section 3. In no event shall a bargaining unit employee be paid at a rate less than their classification.

ARTICLE 12
LAYOFF AND RECALL

Section 1. In the event that the Employer determines that layoffs are necessary, prior to the implementation of the layoff, the Employer will meet with the Union for the purpose of discussing the impact of the layoff, and to attempt to resolve other matters applicable to the layoff of bargaining unit members.

Section 2. The Employer shall determine in which classification(s) and work units layoffs will occur. Within each affected classification employees shall be laid off in the following order:

- A. temporary employees;
- B. part-time employees;
- C. probationary employees;
- D. permanent employees in the inverse order of seniority as defined in this agreement.

Section 3. Provided that employees scheduled to be laid off or bumped have the ability to perform the work, they may exercise departmental seniority to displace other bargaining unit employees as follows:

- A. The least senior employee in the classification;
- B. The least senior employee in a lower classification in the same classification series;
- C. The least senior employee in a former classification held by the employee during the last forty-eight (48) months.

Section 4. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee, up to the number of employees to be recalled. An employee shall be eligible for recall for a period of four (4) years after the effective date of the layoff, as long as the employee remains qualified to perform the essential functions of their previous classification. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

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

Section 6. The recalled employee shall have five (5) calendar days following the date of receiving the recall notice to notify the Employer of his/her intention to return to work, and shall

have ten (10) calendar days following the date he/she received the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 7. Seniority For Union Officials. Stewards and bargaining committee (executive board) members shall head the seniority list in the jurisdictional areas they represent for the purposes of layoff and recall only.

In the event a steward or bargaining committee member is affected by a layoff, the following procedure will apply:

- A. The individual's seniority will be utilized in the layoff.
- B. In the event the layoff continues to the point at which they would be displaced from their jurisdictional area of representation, said officials shall be retained at work in the jurisdictional area they represent providing they can perform work in their classification series or a classification held during the last four (4) years.
- C. In exercising his super-seniority, the Union official shall displace the least senior employee by date of seniority in his classification series or a classification held during the last four (4) years.

ARTICLE 13 **MILITARY LEAVE**

Section 1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty, for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. The Employer will compensate the employee for the difference between his normal wage and the wages paid by the Armed Forces.

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

Section 3. The employee shall be responsible for notifying the Employer upon notification to report for military duty. During the period the employee is on leave, he/she shall be compensated for the difference between his normal rate of pay and the rate compensated for his/her military service. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 4. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so on the part of the employee will result in the time off without his compensation differential.

Section 5. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 6. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 7. An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 8. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 9. A veteran separated or discharged under honorable conditions must make application to re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

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

4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 14 **UNION ABSENCES**

Section 1. One (1) member of the bargaining unit elected to a Union position or selected by the Union to do work for the Union, which takes them from their employment, shall, at the written request of the Union, receive temporary leave of absence up to two (2) years. The employee must apply in writing for reinstatement within thirty (30) days after leaving the employ of the Union. The Employer has thirty (30) days after application to reinstate the employee. Upon the employee's return, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists. Continuous service shall not be broken by the leave of absence and shall continue to accrue.

Section 2. The Employer agrees that no more than three (3) delegates or alternate delegates to the annual conventions of the Union or other authorized Union activities shall be granted personal leave without pay for the purpose of participating in such conventions or other authorized Union activities. Such personal leave will be approved upon receipt of three (3) days advance written notification by the Union to the Employer. The length of such leave shall not exceed five (5) consecutive working days, but shall be automatically extended for an additional five (5) consecutive working days upon the verbal request of the Union. Such unpaid leave granted to employees shall be considered to be time worked for purposes of sick and vacation leave accrual.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours, exclusive of one (1) hour allotted for a meal period, and shall commence at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday. The work day for a full-time employee shall include a one-half (1/2) hour unpaid meal period scheduled by the Employer.

Section 2. When an employee is required by the Employer to be in an active pay status for more than forty (40) hours in any calendar week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1 1/2) times his/her regular rate of pay.

Section 3. The Employer shall endeavor insofar as may be reasonably practicable to make equal distribution of overtime among employees in the work unit, within departmental job classifications.

Section 4. Overtime shall be distributed as much as possible on an equal basis within each classification. Should an employee refuse an overtime opportunity or be unavailable when contracted for same, he shall be charged for such overtime hours (for distribution purposes) as if he had worked. Should an insufficient number of employees volunteer for each such overtime

opportunity, the Employer shall assign the work in inverse seniority order by classification until such time as a sufficient number of employees are available to perform the necessary work.

Section 5. Overtime hours that are worked, and overtime hours that are refused by an employee, shall be charged to that employee. There shall be an overtime roster maintained and posted in each department and brought up to date on hours at the end of each pay period. There shall be no pyramiding of overtime.

Overtime hours arising while an employee is on vacation, medical leave, or a personal leave of absence shall be charged to that employee if the employee would have ordinarily been eligible for the overtime opportunity.

ARTICLE 16 **REPORT AND CALL IN PAY**

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

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

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

ARTICLE 17 **VACATION**

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

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

Section 2. New employees of the individual appointing authority may be entitled to vacation service credit earned during employment with another appointing authority under the jurisdiction of the Employer (Lorain County), the state, or any other political subdivision of the State of Ohio.

Each employee of the Employer who has been previously credited with vacation service credit or prior service credit prior to the execution of this agreement shall retain such service credit.

Section 3. Vacation is credited each biweekly pay period at the following rates:

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

Section 4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of service with Lorain County. For purposes of this article, one (1) year of service shall be computed on the basis of twenty-six (26) pay periods.

Section 5. Vacations are scheduled in accordance with the workload requirements of the department. For this reason, the Employer may require vacation requests be made by January 20th of each year. Vacations shall be made based upon seniority and in accordance with the workload requirements, as determined by the Employer. An employee wishing to cancel his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the January 20th schedule shall be on a "first come - first served" basis for those unscheduled and available weeks remaining. An employee wishing to schedule vacation during the unscheduled and available time shall normally request such vacation at least one (1) week in advance. However, the Employer may permit a shorter request period and reasonable requests shall not be denied.

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

Section 6. The Employer agrees to process vacation leave requests received by January 20th of each year no later than February 20th of each year. For purposes of this agreement, the term "process" shall mean the return of an approved/disapproved vacation leave request to the employee. Upon completion of the approved vacation leave schedule, the Employer will post said schedule.

Should an employee cancel a previously approved vacation leave, the Employer will offer that time first to any employee who had been denied those dates. If no one had previously requested that time period, the Employer will post a notification. The Employer will accept requests for said available time for a period of five (5) calendar days from posting. Following the completion of the five (5) calendar day period, requests made for this newly available time will be considered on a seniority basis. All other requests for vacation leave shall be made in accordance with the provisions of Section 5 of this article.

Section 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation

of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 8. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's vacation leave balance, and the affected employee shall be notified by the Employer of the amount of vacation leave eliminated.

Section 9. Days specified as "holidays" in Article 18 herein shall not be charged to an employee's vacation leave.

Section 10. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

Section 11. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 ORC or to his estate.

ARTICLE 18 **HOLIDAYS**

Section 1. Full-time bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	1 st day of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday in May
Independence Day	4 th day of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	11 th day of November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Eve Day	24 th day of December
Christmas Day	25 th day of December
New Year's Eve Day	31 st day of December

A part-time employee will only be entitled to holiday pay if he has a regular weekly schedule. Such employee will receive holiday pay for those hours the employee would otherwise have been scheduled to work on the holiday.

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

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

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

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

Section 6. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays. If scheduled to work on a holiday, a part-time employee shall be paid for the specific number of hours for which they are scheduled to work. In order to be eligible for holiday pay, the employee must be in active pay status on the scheduled day prior to and following the holiday. Employees who fail to work as scheduled on a holiday shall not receive holiday pay.

Section 7. The Employer and the Union agree that for the term of the collective bargaining agreement, the bargaining unit employees shall receive all holidays that the Lorain County Board of Commissioners recognizes as a paid holiday.

ARTICLE 19

BEREAVEMENT LEAVE

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

Section 2. Employees may be granted additional time off, chargeable to sick leave (not to exceed two [2] additional days), personal leave, or vacation leave, upon the approval of the Employer. Such additional time off may not be unreasonably denied. In the event of a death of other members of an employee's immediate family, as defined in Section 6 (B) of Article 23, employees shall be provided with time off in accordance with Article 23.

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

ARTICLE 20
COURT LEAVE

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

Section 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. Such absences may be scheduled as bonus time or vacation in accordance with Article 23, Section 3, and/or Article 17, Section 5, of the agreement, or as leave without pay.

Section 3. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday shall report for the remaining hours, provided there are at least three (3) hours remaining in the employee's shift.

ARTICLE 21
LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond the six (6) months.

Section 2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the County service, by improved performance at any level, or for voluntary service in any governmentally-sponsored program of public betterment.

Section 3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

Section 4. Whenever possible, the employee's request for leave must be submitted to the Appointing Authority thirty (30) days prior to desired commencement date. The granting of any leave of absence is subject to approval of the Appointing Authority or designee fifteen (15) days prior to commencement of the desired date.

Section 5. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence is to be considered in determining an employee's seniority.

Section 6. Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied or to a similar classification. An employee who is hired or

transferred as a replacement for an employee who is on leave of absence shall, upon the completion of said leave, be subject to the provisions of this agreement.

Section 7. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

ARTICLE 22

DISABILITY LEAVE

Section 1. When an employee becomes physically or mentally unable to perform the essential functions of his/her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the job classification.

Section 2. A physically or mentally incapacitated employee who has exhausted all available paid leave (sick, vacation, personal days) and for whom a voluntary reduction is not requested nor granted may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days, and shall not exceed a six (6) month duration. The Employer may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date, and accompanied by an original signed physician's statement which includes the anticipated probable date on which he will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the physician certifies that the employee can perform the essential functions of his job classification.

Section 3. A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted his accumulated paid leave and disability leave without pay, where applicable, and is:

1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or
2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature.

Section 4. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, and provide a physician's certification that the employee can perform the essential functions of the job classification. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician at the expense of the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years shall be separated from service upon the expiration of the three (3) year period. Time spent on a disability separation shall be considered in determining an employee's length of service.

Section 5. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

ARTICLE 23

SICK LEAVE/PERSONAL LEAVE

Section 1. The parties agree that sick leave is a benefit and the usage of sick leave is not an entitlement. Regular and predictable attendance is an essential function of all employees.

Section 2. Effective March 1, 2004, each full-time employee shall accumulate eleven (11) days of sick leave per year. Said leave shall be earned at 3.4 hours per eighty (80) hours compensated for all employees (.0423 per hour worked). Part-time employees shall earn sick leave on a pro-rated basis at the rate of .0423 for each hour compensated

Section 3. Personal Leave. Effective March 1, 2004, and every January 1 of each year thereafter, each employee with at least one (1) year of full-time service with the Employer shall be credited with forty (40) hours of personal leave time.

- A. Personal leave time must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Employer or his designee in the case of an emergency. Personal leave must be used in minimum increments of one (1) hour.
- B. If an employee fails to utilize any portion of his personal leave time prior to the end of the calendar year, such time shall be added to the employee's sick leave balance.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (.25) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Uses of Sick Leave.

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

Section 6. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 7. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor no later than the time period of one-half (½) hour before and one-half (½) hour after the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Employees who demonstrate a pattern of sick leave abuse may be disciplined. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid.

Section 9. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

Section 10. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the County.

Section 11. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this agreement.

Section 12. A bargaining unit employee with five (5) or more years of service under the Public Employees Retirement System (PERS) shall, upon retirement or separation in good standing, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave. The Employer further agrees that such employee shall be re-credited, pursuant to Resolution No. 00-929 or 03-447 of the Lorain County Board of Commissioners, for any remaining sick leave balance he had in excess of the conversion amount that was in effect at the time of the employee's retirement or separation in good standing. The re-crediting of sick leave, as defined above, shall only be permitted as long as such is allowed by resolution of the Lorain County Board of Commissioners.

ARTICLE 24

UNION BULLETIN BOARDS

Section 1. The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of each work facility for use by the Union.

Section 2. All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of

interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

All other notices of any kind not covered "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member of any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 25

PROBATION PERIODS/PERFORMANCE EVALUATIONS

Section 1. New Hire. Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation and shall continue for a period of one hundred and twenty (120) calendar days. Employees may be terminated during the new hire probationary period without appeal.

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

Section 3. New hire probationary evaluations shall not be subject to the formal grievance procedure.

Section 4. Promoted Employees. Newly promoted employees shall be required to successfully complete a probationary period in accordance with the following schedule:

- A. Promotion to a position within the employee's current classification series - 90 calendar days;

- B. Promotion to a position outside the employee's current classification series - 120 calendar days.

Section 5. Performance evaluations for newly promoted employees shall be conducted in accordance with the policies and procedures of the Employer. An employee failing to successfully complete his promotional probationary period, by receiving an unsatisfactory rating on his evaluation, shall be returned to his/her former position.

Section 6. All other performance evaluations shall be conducted on an annual basis and shall be in accordance with the policies and procedures of the Employer.

ARTICLE 26

NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lorain County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of member of the Union, unless those members shall have violated Section A of this article.

ARTICLE 27

WAIVER IN CASE OF EMERGENCY

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

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

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

ARTICLE 28 **SEVERABILITY**

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

Section 2. Notwithstanding the provisions set forth herein, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed herein by either party as a violation of this agreement or any provisions herein.

ARTICLE 29 **HEALTH CARE COVERAGE**

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

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

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

Section 4. Effective May 15, 2013 the employee will be required to contribute, through payroll deduction, an amount not to exceed five percent (5%) of the premium cost per month for family coverage or single coverage. Effective November 15, 2013, the employee will be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium

cost per month for family coverage or single coverage. In the case of a premium increase, the Employer shall provide the Union supporting documentation that an increase is necessary.

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

ARTICLE 30
WAGES

Section 1. General Wage Increases. Bargaining unit member wage rates shall remain unchanged for the duration of the Agreement, except as provided in Sections 4-6 which permit this bargaining unit to be afforded compensation that was afforded to other USW bargaining units during the 2006-2008 bargaining cycle.

Section 2. The following pay ranges shall remain in effect for the duration of the Agreement.

		<u>Minimum</u>	<u>Maximum</u>
Pay Grade 4	Clerk 1	9.22	11.91
Pay Grade 7	Account Clerk 1	10.51	13.58
Pay Grade 8	Clerical Specialist	10.97	14.20
Pay Grade 9	Account Clerk 2	11.46	14.83
	Title Specialist 1		
Pay Grade 11	Title Specialist/Cashier Monitor	12.53	16.23
	Title Specialist 2		

Section 3. 2006 Compensation. Employees who are actively employed as of the execution of this agreement shall receive an across the board adjustment of thirty cents (\$.30) per hour to their existing hourly rate of pay effective May 15, 2013, and thirty cents (\$.30) per hour to their existing hourly rate of pay effective November 15, 2013, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate for the pay grade to which their job classification is assigned. Said adjustments shall become effective with the first full pay period following each respective date listed above.

Section 4. 2007 Compensation. Employees who are actively employed as of May 15, 2014, shall receive an across the board adjustment of thirty-seven cents (\$.37) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate for the pay grade to which their job classification is assigned. Such adjustment shall become effective with the first full pay period following the date listed above.

Section 5. 2008 Compensation. Employees who are actively employed as of November 15, 2014, shall receive an across the board adjustment of thirty-eight cents (\$.38) to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate for the pay grade to which their job classification is assigned.

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Such adjustment shall become effective with the first full pay period following the date listed above.

Section 6. Promotions and Reclassification. Employees who are promoted during the term of the agreement shall receive an increase of three percent (3%) to their hourly rate of pay or be placed at the minimum hourly rate of pay grade to which the classification is assigned, whichever is greater. Such increase shall become effective on the date of promotion.

Section 7. Employees who are not eligible for increases in accordance with Sections 3, 4, and 5 of this article as a result of being beyond established maximums shall receive a one (1) time lump sum equal to the amounts identified in Sections 3, 4, and 5 of this article each contract year. Employees who do not receive the full percentage amount identified in Sections 3, 4, and 5 as a result of reaching the maximum for their particular pay grade shall receive any balance in a lump sum payment, in accordance with this section. Said payments shall be paid no later than January 30 of each year they may be due. Such lump sum settlements shall be subject to all applicable deductions.

Section 8. Demotion. Employees who are voluntarily demoted to a classification assigned to a lower pay grade shall have their hourly rate decreased to an amount that is the same percentage difference from the minimum rate of the new pay grade as in the previous pay grade. Such decrease shall be effective on the date of demotion.

Section 9. Longevity. Bargaining unit employees with continuous service with the Employer shall be eligible for longevity supplements as follows:

<u>Continuous Service Interval</u>	<u>Supplement To Hourly Rate of Pay</u>
Five (5) to eight (8) years	\$.25
Nine (9) to thirteen (13) years	\$.30
Fourteen (14) to eighteen (18) years	\$.35
Nineteen (19) years or more	\$.40

Effective November 15, 2014, the longevity supplement shall be increased as follows:

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

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

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

ARTICLE 31
CLASSIFICATION AND JOB DESCRIPTION

Section 1. Should any employee in the bargaining unit feel that they are not properly classified, they may request a job audit through the office of the Employer. The Employer will conduct the audit by surveying the employee's current job duties. If the employee is found to be working out of their proper classification, the Employer will reassign the employee to the proper classification for the duties being performed. The request must be made in writing and the audit must take place and be answered in writing within sixty (60) calendar days after the completed audit questionnaire is submitted. Any wage adjustments made shall be retroactive to the date the completed audit questionnaire was submitted.

ARTICLE 32
RULES AND REGULATIONS

Section 1. The Employer agrees that, as of the date of the execution of this agreement, any rules or regulations, policies or procedures issued by the Employer which conflict with any of the provisions contained herein shall no longer have any force and effect.

Section 2. Should work rules be established during the term of the agreement, the Employer agrees to meet with the Union bargaining committee and discuss said rules prior to implementation.

Section 3. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures and the Employer implements changes, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies and/or procedures. Said grievance may be filed by the Union at Step 4 of the grievance procedure.

Section 4. All rules established in accordance with Section 2 above shall be circulated among all employees. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. Refusal by an employee to sign said acknowledgement shall be grounds for disciplinary action.

ARTICLE 33
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Appointing Authority and/or his designee(s) shall meet with not more than six (6) representatives to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

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

- A. Discuss the administration of this agreement;
- B. Discuss with the Union proposed changes made by the appointing authorities which affect wages, hours, terms and other conditions of employment of bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees; and
- G. To consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay.

ARTICLE 34

INSURABILITY OF COUNTY EMPLOYEES

Section 1. During the life of the agreement, any county employee who is required to operate a county vehicle as a part of his or her job duties must remain at all times insurable under the county's regular policy of insurance. Whenever the county is notified regarding an individual's inability to be insured, the Employer will be notified in writing and shall be afforded the opportunity to provide information that concerns their insurability.

Section 2. Any employee who cannot qualify as insurable under the county's regular policy of insurance may be reduced or reassigned to another vacant position, the duties of which do not require insurability.

Section 3. If there is no vacant position into which the employee can be placed under Section 2 of this article, then the employee may be placed on an indefinite leave of absence without pay until such time as the employee is once again insurable within the meaning of this article.

Section 4. On matters of insurability, the decision of the county's insurance carrier shall be final and binding and an employee affected under this system may not grieve the Employer's choice of options or any other matter.

ARTICLE 35

HEALTH AND SAFETY

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

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

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

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

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

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

Section 7. Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with employees and posted for reference in prominent locations within the facilities.

Section 8. Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in Labor/Management meetings.

ARTICLE 36
LIFE INSURANCE

Section 1. The Employer will provide a fifty thousand dollar (\$50,000) life insurance policy for each bargaining unit employee.

ARTICLE 37
FAMILY MEDICAL LEAVE

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

Section 2. An employee who exhausts the family and medical leave may apply for a disability leave pursuant to the provisions of Article 22 of this agreement.

ARTICLE 38
DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of May 15, 2012, and shall remain in full force and effect until midnight on May 14, 2015.

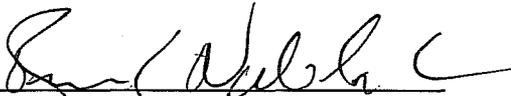
Section 2. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration, nor later than ninety (90) calendar days prior to the expiration date, of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

Section 3. Waiver. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement except as provided for in the Rules and Regulations and Labor/Management Articles of this agreement.

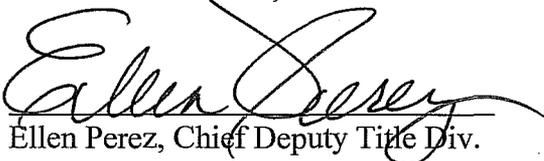
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 20th day of June, 2012.

FOR THE EMPLOYER



Ronald Nabakowski, Clerk of Courts



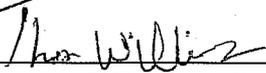
Ellen Perez, Chief Deputy Title Div.



Ted Kalo, Commissioner



Lori Kokoski, Commissioner



Thomas Williams, Commissioner



Michael D. Esposito, Labor Consultant

Approved As To Form:

Gerald Innes, Asst. Co. Prosecutor

**FOR THE UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION #8845**

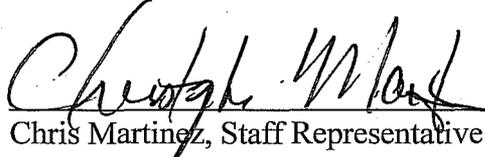
International President

International Secretary/Treasurer

International Vice President

International Vice President

Director District 1



Chris Martinez, Staff Representative



President, Local #8845



Union Steward Local #8845

**APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION FORM**

You are hereby authorized, until otherwise requested by me in writing, to deduct from wages earned by me while in your employ, the regular monthly dues for the United Steelworkers.

I further authorize you to deduct along with my first month's dues initiation dues in the amount of ten dollars (\$10.00).

The aforesaid membership dues shall be remitted by you to the Secretary/Treasurer of the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222.

Employee's Signature

Date

Witness (Unit Payroll Officer)

APPENDIX B
UNION REPRESENTATIVE TIME FORM

Union Official's Name _____

Work Area _____

Date _____ Destination _____

Grievance No. _____

(Check Appropriate Business)

Left Work Area _____ a.m. _____ Attend Meeting With Employer
_____ p.m.

_____ Process Grievance

Returned To _____ a.m. _____ Attend Disciplinary Conference
Work Area _____ p.m.

Began _____ a.m.

_____ p.m.

Ended _____ a.m.

_____ p.m.

Steward's Supervisor

Supervisor or Manager

Steward

Complete In Triplicate
1 copy Steward
1 copy Supervisor or Department Head
1 copy Appointing Authority

APPENDIX C
GRIEVANCE APPEAL
STEP 1

Local _____

Name of Employee _____

Grievance No. _____

Classification _____

Division _____

Date Presented _____

Date _____

Nature Of Grievance/Article And Section Violated _____

Statement Of Facts _____

Relief Requested _____

Employee _____

Steward _____

Supervisor _____

Date Received _____

Supervisor's Answer

Date _____

GRIEVANCE APPEAL
STEP 2

Date _____
Grievance No. _____

Employee (Grievant) _____

Appealed Second Step By _____ Date _____

Reason For Appeal of Article and Section Violated _____

Statement of Facts _____

Relief Requested (If Filed Initially at Step 2) _____

Delivered by Steward to Division Manager

Steward _____ Date _____

Received By _____ Date _____

Division Manager's Answer _____

Division Manager

Date

GRIEVANCE APPEAL
STEP 3

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed Third Step by _____ Date _____

Delivered by Steward to Lorain County Clerk of Courts

Steward _____

Date _____

Received By _____

Date _____

**APPENDIX D
DRUG AND ALCOHOL USE POLICY**

Title: Drug And Alcohol Use Policy

WHEREAS, Lorain County recognizes its responsibility to protect the health and safety of all employees; and,

WHEREAS, the County recognizes its responsibility to ensure reasonable protection and quality of service to the people of Lorain County, as well as reasonable use of County equipment; and,

WHEREAS, the County understands that illegal drug and alcohol dependency is a disease; and,

WHEREAS, the County recognizes the need to not infringe upon personal rights of any employee except as those rights are balanced against the rights of other employees, the rights of residents of Lorain County, and the rights of the County; and,

WHEREAS, this is intended to apply to all employees of Lorain County employed by the following officials:

Board of County Commissioners
Auditor
Engineer
Treasurer
Clerk of Courts; and,

WHEREAS, the County looks to all its employees to support this controlled substance and alcohol policy to better the overall safety, health, productivity, and welfare of employees. Employees are expected to cooperate in the County's efforts to enforce this policy.

The concern and cooperation of the parties, while not directed at the social and private lives of the employees, is directed at the abuse of alcohol or drugs that effect the safety of that employee on the job, the safety of his or her co-workers, and/or interferes with job performance. Therefore, recognizing a privately or publicly established coordinated program directed toward their rehabilitation, the parties agree to the following conditions.

1. All employees are prohibited from being under the influence of alcohol or illegal drugs during working hours.
2. The sale, possession, transfer, or purchase of illegal drugs on County property, or while performing County duties, is strictly prohibited. Such action will be reported to the appropriate law enforcement officials.
3. The use, sale, or possession of any illegal drug or controlled substance while on duty is cause for termination.
4. No alcohol beverage will be brought or consumed on County property.

5. For the purpose of this rule, an alcoholic beverage is any beverage that may be legally sold and consumed and has an alcoholic content.
6. No prescription drug will be used on County property by any person other than the one for whom it is prescribed. Such drugs will be used only in the manner, combination, and quantity prescribed. Should the prescribed medicine have the potential side effect of impacting on the employee's performance (e.g., drowsiness), the employee shall notify the immediate supervisor that they are utilizing the prescribed substance.
7. Drug means any substance other than alcohol capable of altering an individual's mood, perception, pain level, or judgment. A prescribed drug is any substance prescribed by a licensed medical practitioner for individual consumption. An illegal drug is any drug or controlled substance the sale or consumption of which is illegal.

The purposes of the policies as set forth above are:

1. To establish and maintain a safe and healthy working environment for all employees.
2. To ensure the reputation of the County and its employees within the community.
3. To provide the best possible assistance to those Lorain County residents in need of our services.
4. To reduce absenteeism and tardiness and improve job performance.
5. To provide referral to rehabilitation assistance for any employee who seeks such help.

The provisions of this policy will be implemented as follows:

A. Pre-Employment Testing

1. Prospective employees will be tested for use of illegal substances and alcohol.

B. Post-Employment

1. The County will not require an employee to submit to a test for drug or alcohol abuse in the absence of objective facts that establish reasonable cause that the employee is intoxicated or impaired when reporting to or while on the job. There shall be no random or blanket testing.
2. Where an employee's behavior suggests possible influence of drugs or alcohol, a supervisory/management representative will observe the suspected employee. If observation confirms a potential problem of being under the influence of drugs or alcohol, the employee will be required to stop work and submit to a laboratory test for potential drugs or alcohol in the body. Refusal to be tested may result in charges of insubordination, a Group 3 offense in the County Policy Manual,

which may result in termination. Observation and consent forms, where applicable, shall be signed and dated. Bargaining unit members who request Union representation may be afforded the opportunity to request a Union steward to be present.

3. Any employee believed to be in an impaired condition shall not leave County property unless their transportation is provided by someone other than himself/herself.
4. Any employee who reports for work in an impaired condition from the use of a controlled substance is subject to a five (5) day suspension for the first offense, and is subject to termination for the second offense.
5. Any employee who reports for work in an impaired condition from the use of alcohol may be subject to disciplinary action.
6. Upon receipt of a confirmed positive drug screen test, conducted in accordance with the procedure herein, an employee will be subject to discipline up to and including discharge. However, for the first violation, a lesser penalty may be imposed but only if the employee agrees to participate in and successfully complete a prescribed rehabilitation program.
7. The County shall have the right to terminate this employee for failure to secure appropriate treatment thereby endangering himself, other employees, and the citizens of Lorain County, and disregarding his/her obligation to the County.
8. The County will secure the use of competent testing for any problems which may occur.
9. Voluntary Identification: Any employee who voluntarily identifies himself to the County as having a drug or alcohol problem shall not be subject to discipline for volunteering that fact. Rather, the County will work with that employee through the Employee Assistance Program (EAP) or other rehabilitative source in an effort to assist the employee in ridding himself or herself of dependence on drugs or alcohol and assist in rehabilitative efforts.

However, if an employee volunteers the information, goes through the EPA/Rehabilitative Center, and subsequently continues to have drug or alcohol use problems, he or she may be subject to disciplinary action, including termination.

Drug Testing Procedure

Any drug test given to an employee will be in accordance with the following procedure:

- A: The County shall pay costs associated with the test.

- B. The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- C. A chain of custody must be enforced.
- D. Scientifically accepted analytical methods or procedures will be used to test the sample and will include a confirmation test if a positive test result by gas chromatography, gas chromatography-mass spectrometry, or other reliable analytical method before the test results are used as a basis for any action. All confirmation tests will be performed by a clinical laboratory.
- E. Any employee who tests positive after a confirmation test will be entitled to have a part of the sample retested at his own expense after notification of test results by the County at a clinical lab approved by the County.
- F. At any time prior to, during, or within five (5) days after completion of the testing procedure, an employee shall be permitted to provide information relevant to the drug test, such as identification of currently or recently used prescription or non-prescription drugs or other relevant medical information.
- G. Confidentiality: Any information related to the drug test results shall be kept confidential by the County and the Union, except that a drug test result may be disclosed if:
 - 1. the employee expressly grants permission to release the information;
 - 2. the information is released as evidence in a grievance, arbitration, administrative proceeding, or legal action defending the action take by the County or the Union.

Scientific And Technical Requirements

Laboratory Analysis Procedures

Initial Test: The initial test shall use an immunoassay which meets the requirements of the Food And Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Initial Test Level (NG/ML)

Marijuana Metabolites		100
Cocaine Metabolites		300
Opiate Metabolites	(1)	300
Phencyclidine		75
Amphetamines		1,000

25 NG/ML if immunoassay specific for free morphine.

Confirmatory Test: All specimens identified as positive on the initial test shall be confirmed using gas chromatography, gas chromatography/mass spectrometry (GC/MS), or other reliable analytical techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than highest standard curve value.”

Confirmatory Test Level (NG/ML)

Marijuana Metabolites ¹	20
Cocaine Metabolites ²	150
Opiate:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

1 Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid

2 Benzoyllecgonine

If the parties are able to agree on such a policy, it will then be submitted to the Board of County Commissioners for adoption in accordance with ORC 124.391 (C).

SIDE AGREEMENT #5
OPTIONAL BENEFIT PROGRAMS

The Employer and the Union agree to allow bargaining unit employees to continue to participate in the County's Section 125 cafeteria plan which includes a premium only plan, dependent day care flexible spending account, and a health care flexible spending account.

Enrollment and participation in the cafeteria plan is voluntary and bargaining unit employees will have the option to attend or not attend any meetings that explain the cafeteria plan and its benefits.

SIDE AGREEMENT #6
PREEMPTION OF STATUTORY RIGHTS

The Lorain County Clerk of Courts, hereinafter "Employer," and the United Steelworkers of America, on behalf of Local #8845-1, hereinafter referred to as the "Union," do hereby agree to enter into this side letter of agreement for the purpose of explicitly demonstrating the intent of the parties to preempt statutory rights, as required by the Ohio Supreme Court in its decision of State ex rel. OAPSE v. Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (2000). The parties agree that should the Ohio Supreme Court overrule the Batavia decision, this side letter shall not be needed to indicate the intent of the parties and shall dissolve, with no impact on the agreement or the rights of the parties.

In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

Contract Article

Article 9, Seniority
Article 10, Job Posting
Article 12, Layoff & Recall
Article 15, Hours of Work/Overtime
Article 17, Vacation
Article 18, Holidays
Article 22, Disability Leave

Article 23, Sick Leave/Incentive Leave
Article 25, Probationary Periods/
Performance Evaluations

Statute/Regulation Preempted

ORC 124.321 - 124.328
ORC 124.27; 124.31
ORC 124.321 - 124.328
ORC 4111.03
ORC 325.19
ORC 325.19
OAC 123: 1-33-03;
OAC 123: 1-34-01
ORC 124.38; 124.39
ORC 124.27

SIDE AGREEMENT #7
WAGE REOPENER

Section 1. During the term of the agreement, should the Employer grant increase in wages and/or benefits to non-bargaining unit employees which is greater than what this agreement provided to the bargaining unit, the Union shall have the right to request the Employer to reopen this agreement on these issues only. The above reopener must be requested by the Union within thirty (30) days of the increase.

Section 2. If the Lorain County Board of Commissioners approves an hourly rate increase or Lump Sum payment to a bargaining unit for which the Board of Commissioners is the appointing authority, the Employer agrees, upon the request of the Union, to meet and discuss such matter. After such meeting, the Union may, if it believes such is appropriate, request that the Employer reopen negotiations on the wage issue only.

SIDE AGREEMENT #8
FUNERAL LEAVE

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

Aunt
Uncle
Niece
Nephew
First Cousin

SIDE AGREEMENT #9
2007-2012 COMPENSATION/WAIVER

Section 1. The parties acknowledge that all other county USWA units received compensation that was rolled into their base rates of pay during the 2007-2009 bargaining cycle. These increases were not given nor incorporated into the rates of pay for this unit at that time due to the fact that negotiations were ongoing. In an effort to equitably address monies that were afforded to other USWA bargaining unit personnel and rolled into their base rates of pay in exchange for moving to a 10% insurance contribution, while accounting for other economic changes, the Employer and the Union have reached an understanding concerning incorporating those monies into wages as provided in this Agreement. However, in doing so, the parties affirm that this unit is receiving no general wage increase in relation to the 2010-2012 bargaining cycle.

SIDE AGREEMENT #10
WEEKEND OPERATIONS

The Lorain County Clerk Courts (Employer) and the United Steelworkers International Union Local 8845 (Union) hereby agree to the following:

1. Effective March 31, 2009, the office hours for the North Ridgeville branch and Amherst shall be as follows:

Tuesday – Friday 8:30 a.m. - 4:30 p.m.
Saturday 9:00 a.m. - 1:00 p.m.

2. Effective March 31, 2009, the office hours for the Lorain and Main branches shall be as follows:

Monday – Friday 8:15 a.m. - 4:30 p.m.

3. Employees who are regularly assigned to work the Saturday hours of at the Amherst and North Ridgeville branch shall be compensated as if they had been scheduled and worked a regular eight (8) hour day. However, no time worked in excess of four (4) hours, but less than eight (8) hours, on Saturdays shall be considered towards the calculation of weekly overtime.
4. In the event an employee is scheduled to work on Saturday and reports off and/or schedules a vacation day, the employee shall have the applicable leave balance deducted by eight (8) hours. This provision includes sick leave, vacation leave, personal leave, floating holidays and/or compensatory time.
5. Any recognized holiday, as described in Article 18, that falls on a Monday shall be treated as a floating holiday. Any such holiday shall be observed in eight (8) hour increments and must be scheduled within six (6) months of the actual holiday in order for an employee to receive the time off with pay. If a holiday is not scheduled within the six (6) month time frame then the employee shall only be entitled to receive the holiday pay, which shall be issued on the first full payroll period following the end of the six (6) month period. Any request for holiday time shall not be unreasonably denied.