01-15-13
12-MED-02-0101
2704-01
K29452

Final 7/12/12

AGREEMENT

BETWEEN

LAKE COUNTY PROSECUTOR

AND

COMMISSIONERS OF LAKE COUNTY

WITH

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

Effective

APRIL 1, 2012

Through

MARCH 31, 2015

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ARTICLE 1

RECOGNITION

Section 1.

The Lake County Prosecutor and Commissioners of Lake County, Ohio, hereinafter referred to as the "Employer", agrees to recognize the Communications Workers of America, AFL-CIO as the sole and exclusive agent for all employees listed in the Appendix A, Section 1, Included, as listed in 84-RC-06-1323 and 84-VR-05-1133. The Union, as a term and condition of this agreement, has provided the Employer a notarized affidavit certifying compliance with the Ohio Revised Code Section 3517.13.

Section 2.

Exclusions to the Bargaining Unit are listed in Appendix A, Section 2, Excluded.

Section 3.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or 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, for the duration of this Agreement, each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement.

ARTICLE 2

NON-DISCRIMINATION

Section 1.

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, union affiliation or non-affiliation, religious affiliation or political affiliation.

The Employer agrees to adhere to the 1964 Civil Rights Act and upon request by the Union, furnish a copy of the annual report filed with the Ohio Civil Rights Commission.

Section 2.

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

ARTICLE 3

UNION LEAVE

Section 1.

For each year of this Agreement, the Union will be entitled a total of seven (7) unpaid leave of absence days for required attendance at meetings on behalf of the Union.

Section 2.

The Union will notify the Employer in writing at least three (3) weeks prior to the use of Union Leave. The Union agrees that by the use of this Union Leave provision, no overtime situations will be created, and the days shall be scheduled as not to interfere with the normal County operations.

Section 3.

Although Union leave days are unpaid, they shall be considered in the active pay status for purposes of overtime calculations, vacation and sick accruals.

ARTICLE 4

UNION REPRESENTATION

Section 1.

The Employer agrees that no more than two (2) accredited representatives of the Communications Workers of America, AFL-CIO,

shall be admitted to the Employer's facilities and sites during working hours upon notification to the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 31, at the request of the Employer, and attend other meetings as required by this Agreement.

The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such visits.

Section 2.

The Employer shall, on a monthly basis, provide the Secretary/Treasurer of Local 4340 an updated list of Bargaining Unit employees, by name, classification, and rate of pay.

Section 3.

A representative of CWA Local 4340, including either a local steward and/or an area director shall be afforded an opportunity to meet with a newly hired employee. Such meeting may be scheduled for up to thirty (30) minutes during business hours during the employee's new hire probationary period, consistent with provisions of Section 1 of this Article.

ARTICLE 5

PROBATIONARY PERIOD

Section 1.

All employees entering the Bargaining Unit, shall serve a new hire probationary period. This period is One Hundred Twenty(120)Days. Such period will consist of at least Eighty (80) days of time actually worked. If such time is not worked, the probationary period shall extend automatically to meet the requirement of Eighty (80) days worked. While a probationary employee is serving his probationary period in the Bargaining Unit, his employment may be terminated only in the manner provided by Ohio Revised Code 124.27 and Ohio Administrative Code 123:1-19-01.

Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure or disciplinary process defined in this Agreement while serving the probationary period.

ARTICLE 6

DUES DEDUCTION

Section 1.

The Employer and the Union agree that membership in the Union is available to all employees occupying classifications that have been determined as appropriately within the Bargaining

Unit.

Section 2.

Union membership dues of any employee eligible for membership in the Bargaining Unit may be deducted upon receipt by the Employer of the written authorization form, Appendix B, signed individually and voluntarily by the employee within thirty (30) days of the signing of this Agreement.

Section 3.

The amount to be deducted shall be certified in writing to the Employer by the Secretary/Treasurer of the International Union. Appropriate advance notice must be given the Employer prior to making any changes in an individual's dues deduction.

Section 4.

The Employer shall be relieved from making dues deductions upon an employee's (a) termination of employment; or (b) transfer to a job other than one covered by the Bargaining Unit; or (c) lay-off from work; or (d) an approved unpaid leave of absence; or (e) upon termination of the Agreement.

Section 5.

The Union agrees to hold the County harmless in any suit, claim, action, or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the County for any liability imposed on it as a result of any such suit, claim, action or

administrative proceeding, financial or otherwise. For purposes of this Section, the term "County" includes any office of Lake County and its various employees, officials, whether elected or appointed, associated with administration of this deduction clause.

Section 6.

The Employer shall initiate action upon receipt of a new authorization within fifteen (15) days of such receipt.

Section 7.

All Bargaining Unit employees who are not dues paying members in good standing of the Union, shall automatically pay a fair share fee to the Union as a condition of employment and shall not require a signed authorization.

All new Bargaining Unit employees hired after the effective date of this provision, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the County by the Treasurer of the Local Union.

The deduction of the fair share fee shall be made in accordance with the regular dues deductions as provided herein and with an established rebate procedure on file with SERB, which shall be equally afforded all employees covered by this Agreement in compliance with applicable state or federal law.

The Union shall indemnify and save the County harmless against any liability that may arise out of, or by reason of, any actions taken by the County for the purpose of complying with the provisions of this Section.

Section Six (6) above shall cease to have effect, as employees may become non-members of the Union at any time upon written notice, but shall continue to have a fair share fee deducted.

ARTICLE 7

BULLETIN BOARDS

Section 1.

The Employer shall provide a location for a Union bulletin board at all reporting locations of Bargaining Unit employees.

Section 2.

The bulletin board shall be supplied by the Union and mounted by County employees. The location of the bulletin board shall be in an area where all employees have easy access to, but outside the view of the general public. The size of the bulletin board shall be limited to two (2) foot by three (3) foot.

Section 3.

All notices shall be posted by the Designated Bargaining Unit Member. Union notices relating to Union newsletters, Union meetings, Union appointments, Union elections and outcomes, and

recreational and social affairs may be posted without the appointing authority's prior approval.

All other notices of any kind not covered above must receive the prior approval of the Employer or his designee.

ARTICLE 8

MANAGEMENT RIGHTS

Section 1.

Except to the extent expressly abridge by specific articles and sections of this Agreement, the Employer retains all of its rights, functions, duties and responsibilities to manage the Prosecutors Office as prescribed in the Ohio Revised Code, except where those rights may be limited by this Agreement.

These rights shall include but not be limited to:

1. 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 Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. The Employer may establish work rules in the exercise of a management function; such rules shall not be in conflict with this Agreement. Such rules shall not be arbitrary in nature and shall be uniformly enforced respecting all employees;

3. Direct, supervise, evaluate, or hire employees;
4. Maintain and improve the efficiency and effectiveness of the Prosecutors operations;
5. Determine the overall methods, process, means, or personnel by which the Prosecutors Office operations are to be conducted;
6. Suspend, discipline, demote, lay off, transfer, assign, schedule, promote, or retain employees;
7. Determine the adequacy of the work force;
8. Determine the overall mission of the Employer;
9. Effectively manage the work force;
10. Take actions to carry out the mission of the Prosecutors Office;
11. Nothing in this Article is intended or should be construed to violate this contract (agreement) in any part.

ARTICLE 9

ABSENTEEISM

Section 1.

In order to be entitled to be absent from work because of sickness or injury, an employee must present evidence that his absence from work was due to sickness or injury received outside

his regular employment. The Employer may require an employee to furnish an attending physician's certificate, or other such proof of receiving medical attention, for every such absence from work of three (3) consecutive, regularly scheduled work days or more.

Section 2.

The Employer may also require verification of receipt of medical attention when the number of frequencies exceed four (4) occurrences in a twelve (12) month period.

When the Employer feels that additional evidence is necessary, it may require that the employee furnish such additional evidence as requested.

Section 3.

A physician's certificate required by Sections One and Two above, will provide the following information: that treatment or medical attention was provided, the date of such services, any work restrictions, prognosis if ongoing and a physician's authorization to return to work when off for a prolonged period.

Medical attention may be verified by the provider of medical services or the physician's agent.

The Employer may require or if an employee deems the treatment or diagnosis to be of a confidential nature, that has a direct effect on his ability to perform his work, he shall report his condition directly to the Office Administrator.

Section 4.

An absence from duty as a result of a claimed illness or injury may be investigated at any reasonable hour by any authorized representative of the Employer.

Section 5.

Sick Leave benefits shall not apply to any employee whose illness or injury occurred while in the employ of another employer subject to the jurisdiction of Workers' Compensation laws or as the result of action within the control of the employee, such as self-inflicted, committing a felony or similar action.

Section 6.

The Employer may require an examination/evaluation of the employee by a physician or service provider as set out in OAC 123:1-33-01 ET, SEQ. Such examination/evaluation will be paid by the Employer.

ARTICLE 10

WORK RULES

Section 1. - POSTING

When routine work rules are changed or new rules established, the Employer shall send the Chief Steward and the Union representative a copy of the changed or new rule at least fifteen (15) days prior to the effective date, except in emergencies, when such rules will go into effect immediately. Changes or new rules made contingent to an emergency situation requiring an immediate

posting, Bargaining Unit employees shall receive forthwith at time of posting a copy of the rule. If the Union requests a meeting on said rule within ten (10) days of receipt, the Employer shall meet with the Union prior to implementation.

Section 2. - DISTRIBUTION

New employees shall receive copies of essential rules at the time of hire.

ARTICLE 11

PERSONNEL RECORDS

Section 1.

Upon appointment with the Employer or his designee, an employee shall have the right to inspect his personnel record. The employee may compile, date and insert in said record a list of the documents he finds therein. That said employee shall have the ability to rebut material in file and the Personnel Officer will cause to have the rebuttal placed in the personnel file when so requested by this employee. The Employer retains the right to assign such duties associated with the maintenance of personnel records to a Bargaining Unit employee.

An employee may receive copies of materials placed in his personnel record except specific confidential materials as designated by State and/or Federal Law, and the Employer shall not release these confidential materials without the written consent of the employee.

ARTICLE 12

NEW JOBS

Section 1.

If a new job title is established during the term of this Agreement and, if not mutually agreed to between the parties for inclusion in the Bargaining Unit, clarification may be sought from SERB by either party.

Section 2.

The rate of pay for a new job title will be set at that rate using a current office position with like or similar authority, responsibility, and duties in that determination.

ARTICLE 13

POSTING

Section 1.

When the Employer determines a vacancy exists, a notice of the vacancy shall be posted on the Union bulletin boards at Bargaining Unit work locations of the Lake County Prosecutor for a minimum of five (5) working days. Such notice shall state the position, classification, necessary qualifications, the shift, and the appropriate rate of pay.

Section 2.

Any Bargaining Unit employee that feels that they possess the necessary qualifications may apply for the vacancy. Based on necessary qualifications and ability, the Employer shall give current employees first consideration.

The Employer may also fill the vacancy from outside the Bargaining Unit, as the Employer deems appropriate, if the outside applicant possesses similar skill and ability as reasonably determined by the Employer, from a present employee applying for the vacancy.

The filling of all vacancies is left solely to the discretion of the Employer.

There will be a twenty (20) working day probationary period when transferring within the Bargaining Unit. Such period will consist of twenty (20) days of time actually worked. If such time is not worked, the probationary period shall extend automatically to meet the requirement of twenty (20) days worked. If it has been determined that the employee cannot perform the duties of the job or desires, he shall return to his original position or like position.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 1. - WORK HOURS

The work week is determined by the Employer. Currently all full-time personnel work a forty (40) hour week.

The normal work day is 8:00 A.M. to 4:30 P.M., Monday thru Friday.

Section 2. - LUNCH PERIODS

Normal lunch periods last for one (1) hour and are scheduled according to the needs of the department. Employees shall be paid for one-half (1/2) hour of the hour lunch period.

Section 3. - REST PERIODS

In addition to your scheduled lunch period, there will be a paid fifteen (15) minute rest period in the morning and a paid fifteen (15) minute rest period in the afternoon. These periods will be scheduled by your supervisor according to the needs of the department and should be scheduled during the middle two (2) hours of each four (4) hour work period.

Section 4. - OVERTIME

Overtime is defined as time worked in excess of forty (40) hours in any ordinary work week or in excess of eight (8) hours in any day.

Overtime Pay: This is a premium pay computed as follows:

Time and one-half employee's base rate of pay, for all hours worked in excess of forty (40) hours in a seven (7) day work week or in excess of eight (8) hours in any day.

Two times employee's base rate of pay shall be paid for all hours worked on a holiday.

Section 5. - MANDATORY OVERTIME

Overtime work may initially be refused by an employee, however, if a sufficient number of staff do not volunteer to work overtime, the Employer shall assign staff to work overtime in the inverse order of their qualifications and seniority.

Section 6.

Overtime shall generally be offered to the employee who normally performs such work.

Each department shall attempt to equalize overtime among employees within the same classification, where a number of employees normally perform such work.

In the event an error in an overtime assignment is made, the employee shall be offered the next scheduled overtime assignment to compensate for such loss.

Section 7.

The Administrative Assistant to the Prosecutor is recognized as an exception to assignment and overtime rules. The Prosecutor may assign secretarial duties as he deems necessary on or off the clock.

Section 8.

Qualified employees who wish to be on an overtime call list, shall so designate their desire to the Employer. Employees shall be assigned to the list on a weekly basis. When the occasion arises that requires an overtime call out, the Employer shall call the person assigned to that week first. Overtime credit/compensation for an employee who is called for overtime for purposes of this section shall be given credit from the time the employee leaves his/her residence. In the event they cannot be reached or are unavailable, the Employer shall call the person assigned to the next week. If both are unavailable for any reason, the Employer may call any employee, Bargaining Unit or not, to assign the work, with no grievance as a result.

An employee who declines the assignment one (1) time or unable to be reached on two (2) occasions in six (6) months, shall be taken off the overtime list for six (6) months.

SENIORITY

ARTICLE 15

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the Lake County Prosecutor's Bargaining Unit. An employee shall have no seniority for the probationary period provided in Article 5, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2.

Seniority shall be terminated when an employee:

A. Quits or resigns;

B. Is discharged for just and proper cause;

C. Is laid off for a period of more than twelve (12) consecutive months;

D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the County sends the employee notice by certified mail (to the employee's last known address as shown on the County's records) unless satisfactory excuse is

shown.

Section 3.

Bargaining Unit seniority shall have preference in determining the scheduling of time-off, in bidding, and in layoff. Scheduling of time off shall be done in a manner that meets the efficient operation of the Employer. Approval will be based on operational needs and conflicts with previously scheduled time off.

ARTICLE 16

LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

A. The Employer shall first reduce by means of laying off all temporary and seasonal employees performing in Bargaining Unit classifications.

B. Having identified positions to be subject to reduction in the listed categories found in Appendix C attached, the Employer shall then reduce all probationary employees in the respective category of classifications where layoffs have been determined necessary, then by seniority within this Bargaining Unit, within the specified classification of each category.

Section 2. - PROCEDURE

At a meeting with the Union, the Employer shall identify the positions and approximate number of employees to be subject to reductions ten (10) work days prior to such layoff occurring. At this time, employees in the effected positions shall be notified of possible layoff and instructed of their bumping rights, as outlined in this Article.

BUMPING:

Employees who have been notified that their position will be affected by layoff, may request to bump into those lower classifications designated in Appendix C where their Bargaining Unit seniority, qualifications and ability allow them to perform the remaining work available without further training if such position exists.

Employees failing to request bumping rights or fail to successfully bump into another position, shall receive five (5) work days notice of layoff, prior to the effective date of layoff.

An employee who has been displaced by the bumping process shall have the opportunity to bump into lower classifications as previously outlined within the same five (5) day period of receiving notice displacement.

An employee who successfully exercises his bumping rights shall assume those duties and rate of the position effective with the date of layoff.

An employee bumping shall be paid the rate closest to their present rate within the range of that classification without receiving an increase from their previous rate.

Section 3. - RECALL

Employees who have been laid off shall be subject to recall for a period of one (1) year from the initial date of layoff. Employees shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given notice of return to work five (5) work days prior to such return to work order. Such notice shall be sent by regular and certified mail to the employee's last recorded address. A copy shall be hand delivered to the local Union representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address.

An employee who refuses a recall or fails to appear for work at the end of the five (5) day recall notice shall be deemed as having voluntarily terminated their employment, effective the date of recall and shall not be subject to any further recall.

If an employee is recalled to a position in a lower rated job classification or bumps to a lower rated classification, they shall have the right to return to the job classification they held prior to bumping or being laid off, in the event it subsequently becomes available within one (1) year of the initial layoff.

When recalling employees in the inverse order of their layoff, the employee must be presently qualified to perform the work in the job classification to which they are called without further training.

Section 4.

Appeals of any action as a result of implementation of this Article shall be subject to the Grievance and Arbitration Article of this Agreement as the sole and exclusive method of resolving any dispute which might arise.

ARTICLE 17

INSURANCE

Section 1.

The Employer shall offer hospitalization, medical, and dental insurance to all eligible employees covered by this Agreement, in the same manner as provided under the county-wide insurance plan and in accordance with County health insurance policies and procedures.

Section 2.

The Employer shall pay one hundred percent (100%) of the premiums for group term life insurance in the amount of ten thousand dollars ($10,000.00) for each Bargaining Unit employee.

ARTICLE 18

BENEFIT ELIGIBILITY

Section 1.

All regular part-time employees normally scheduled to work less than sixty-four (64) hours in a bi-weekly pay period shall be limited to fringe benefits of PERS, under the terms and conditions therein established and sick leave benefits on a pro-rata basis to be used for sick leave, funeral leave, and personal days as prescribed in those Articles.

Section 2.

All employees employed as regular full-time employees who are normally scheduled to work sixty-four (64) hours or more in a bi-weekly pay period for the purposes of this Agreement, are considered full-time employees and are entitled to all rights and privileges contained in this Agreement.

ARTICLE 19

PERSONAL DAY

Section 1.

The Employer will grant the use of five (5) sick days per contract year, to be used as employee's personal days of which two (2) days may be scheduled in one (1) hour increments. To be

eligible for such use, an employee shall have an accrued bank at a level which does not fall below forty (40) hours in 2012, fifty-six (56) hours in 2013 and seventy-two (72) hours in 2014 when such time is scheduled and taken.

Section 2.

The employee must secure authorization five (5) working days prior to the use of such personal day, with an approved form supplied by the Employer. The five (5) working days authorization may be waived by the Supervisor. Employees shall schedule not less than full day increments and shall not be allowed to schedule days off in anticipation of earning sick time to meet required banked hours.

Section 3.

In an emergency, the Supervisor may authorize an additional unpaid personal day.

ARTICLE 20

FUNERAL LEAVE

Section 1.

In the event of the death of a Bargaining Unit employee's spouse, child, stepchild, father, stepfather, mother, stepmother, brother, sister, grandfather, grandmother, grandchild, or significant other having a close personal relationship as a live in

companion, the Employer will grant three (3) days funeral leave with pay, not to be charged to an employee's sick leave. An additional three (3) day leave may be granted, upon request, charged against accumulated sick leave, vacation, or without pay if no accrued leave is available.

Section 2.

In the event of the death in the immediate family, other than set out above, a Bargaining Unit employee will be granted a three (3) day leave of absence with pay to be charged against his accumulated paid sick leave, or without pay if no accumulated sick leave is available. For such purpose, the immediate family shall be considered to be a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person as authorized by the Prosecutor.

Section 3.

In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio.

ARTICLE 21

ANNUAL LEAVE (VACATION)

Section 1.

Each full-time employee, after one (1) year of service is entitled to accrue vacation leave with pay as specified in the following schedule:

YEARS OF SERVICE	YEARLY ENTITLEMENT
Less Than 1 Year	-0-
1 Year But Less Than 6 Years	(3.1 x 80)
6 Years But Less Than 12 Years	(4.6 x 80)
12 Years But Less Than 19 Years	(6.2 x 80)
19 Years But Less Than 25 Years	(7.7 x 80)
25 Years or More	(9.3 X 80)

An employee in their first year of service does not earn or accrue vacation. Upon successful completion of one (1) year, an employee shall then have earned and be eligible to use vacation based on the 3.1 factor for time worked in the first year.

Section 2.

Vacation leave should be taken in the year it is earned. An employee may be allowed to accumulate and carry over vacation leave to the following years upon written authorization of the Employer. Vacation leave cannot be carried over for more than three (3) years.

Section 3.

Employees will be paid in full for all unused accrued vacation time at point of termination.

Section 4.

If an employee works less than eighty (80) scheduled work hours in a bi-weekly pay period, their vacation leave credit shall be proportional to the total number of hours on active pay status. Overtime hours worked shall not earn vacation leave credit.

Section 5.

If the receiving appointing authority agrees, vacation may be transferred between appointing authorities.

ARTICLE 22

HOLIDAYS

Section 1.

The following paid holidays shall be granted to full-time employees:

New Years Day (January 1st)

Martin Luther King Day (3rd Monday in January)

Presidents Day(3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11th)

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Section 2.

If the Commissioners declare Christmas Eve Day and/or New Year's Eve Day a holiday, that declared day shall be treated as a paid holiday for this bargaining unit.

Employees shall be permitted to schedule Christmas Eve utilizing accrued paid personal or vacation time in 2012 and as approved by the Employer to meet the operational needs of the Department in the years thereafter.

Section 3.

Eligible employees as defined in Article 18, who work sixty-four (64) hours or more in a pay period shall receive and be compensated for holidays based on the normal number of hours scheduled if less than eight (8) hours, or days scheduled if less than five (5) on a daily average of hours per week. The Employer reserves the right to designate which day shall be observed as the employee's holiday off.

Section 4.

In order to be eligible for the above-referenced holidays, an employee must have either worked or be credited as time worked

in the active pay status the scheduled work day before and after such holiday.

Paid sick leave use may require certification from attending physician to be considered credited in this Section.

Section 5.

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday, in accordance with Section 124.18 of the Ohio Revised Code.

ARTICLE 23

SICK LEAVE

Section 1.

All employees in County service, whether full-time or part-time, are entitled to earned Sick Leave with pay.

Full-time employees accumulate Sick Leave at the rate of 4.6 hours for each completed and paid 80 hours of service. Part-time employees are entitled to Sick Leave on a pro-rata basis of their hours worked. Credit is given for all time in active pay status, including Vacation and Sick Leave, but not for time on Leave of Absence Without Pay.

Sick Leave is charged in minimum units of one (1) hour for the first hour, and then charged as used. The employee shall be charged for Sick Leave only for days upon which they would otherwise have been scheduled to work.

Sick Leave may be granted for absences due to the following reasons:

A. Illness, injury, or pregnancy-related conditions of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

D. Death of a member of the employee's immediate family (refer to Bereavement Section).

E. Illness, injury or pregnancy condition of the employee's immediate family, living in the same household, where the employee's presence is reasonably necessary for the health and welfare of the employee's family member.

F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family, living in the same household, by an

appropriate practitioner where the employee's presence is reasonably necessary.

G. For purposes of E and F above, immediate family shall be defined as Spouse, significant other living in the same household, Children, Parents, Grandparents, or person who the employee is a legal guardian to (IRS ruling), living in the same household or as approved by the Employer. In cases where dependency is required, upon the approval of the Employer, the designations in this Section may be expanded. A significant other shall be defined as an individual who has cohabitated with an employee as a family partner continuously for a period in excess of three (3) years. Employees shall advise the Employer, as a matter of record, when this requirement has been met.

An employee shall also be entitled to use sick leave for reasons set out in E and F above for an employee's mother, father, children and stepchildren not to exceed five (5) days each per year. Additional sick leave may be granted pursuant to the FMLA policy if such care provided by the employee is medically necessary.

Section 2.

An employee who is ill and unable to report to work shall so

notify their immediate supervisor within one-half (1/2) hour of their scheduled starting time.

Where Sick Leave is requested to care for members of the immediate family, the supervisor may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member.

If illness or disability continues past the time covered by earned Sick Leave, the employee may be granted a Leave of Absence Without Pay.

Section 3. - ABUSE OF SICK LEAVE

In cases where the Employer can substantiate the abuse of sick time, either on an individual case or by virtue of a demonstrated pattern, they shall have the right to challenge the use of this time under abuse of sick leave. Employees failing to comply with the Sick Leave rules and regulations shall not be paid. Fraudulent applications for Sick Leave shall be grounds for disciplinary action which may include dismissal.

For three (3) or more continuous working days of absence due to illness, a physician's statement may be required.

After four (4) undocumented occurrences within a year's time from the first of those occurrences, a physician's certificate may be required. An occurrence shall be defined as any period of time an employee is off from start to return, except that no more than one (1) occurrence will be recorded in any single shift.

Section 4. - TRANSFER OF SICK LEAVE CREDITS

An employee who transfers from one public agency to another in the State of Ohio, or who is reappointed or reinstated, or who transfers from one State Department to another, shall be credited with the unused balance of their accumulated Sick Leave, provided:

A. The time between separation and reappointment does not exceed ten (10) years.

B. That written verification thereof is obtained by employee and given to the Employer.

C. Cash payment was not received for balance of sick leave.

The words "public agency" as used herein include the State, Counties, Municipalities and Townships.

ARTICLE 24

UNUSED SICK LEAVE PAYMENT

Section 1.

The schedule for the payment of accrued unused sick leave is based upon nine hundred sixty (960) hours and is outlined below.

The terms of this Section are based upon the resignation, death, or retirement in good standing of employment of full-time County employees only.

During the 1994 negotiations, the parties agree that for

purposes of determining past service credit for sick leave cash out, employees hired prior to April 1, 1994 shall have years of employment calculated including prior service with another Ohio political subdivision, that may have been transferred upon employment. For all other employees hired on or after April 1, 1994, years of employment for purposes of cash out shall mean years of full-time employment for a Lake County appointing authority under the general fund legislative authority of the Lake County Board of Commissioners, and Utilities, and Human Services.

Section 2.

LAKE COUNTY POLICY PAYMENT SCHEDULE FOR
ACCRUED UNUSED SICK LEAVE
FOR THOSE EMPLOYEES EMPLOYED PRIOR TO APRIL 1, 1997

Years of Employment	Percentage of Accrued Unused Sick Time (Hours)	Not to Exceed Maximum Numbers of Hours
From 5th year thru 9th year Inc.	25 percent	240 hours
From 10th year thru 14th year Inc.	50 percent	480 hours
From 15th year thru 19th year Inc.	60 percent	576 hours
From 20th year thru 24th year Inc.	70 percent	672 hours
From 25th year thru 29th year Inc.	80 percent	768 hours
From 30th year thru 34th year Inc.	90 percent	864 hours
From 35th year or Over	100 percent	960 hours

Section 3.

Upon the retirement, resignation, or death of an employee, who has not less than ten (10) full years of continuous employment with the Employer, the employee shall be entitled to receive a cash payment for one-half (1/2) of the employee's accumulated sick leave equal to his/her hourly rate of pay at the time of retirement, providing the total number of hours of any such payment shall not exceed nine hundred sixty (960) hours. Employee's who are involuntarily terminated (discharged) shall receive no payment under this paragraph.

Section 4.

The above paragraph, section 3, shall be effective April 1, 2012 and apply to all employees employed by the Employer on or after April 1, 1997 after the Commissioners pass a resolution applying the above paragraph, section 3, to all other non-bargaining unit County employees regulated by the resolution. Those employees hired prior to April 1, 1997 shall continue to be covered under sections 1 & 2 of this article.

ARTICLE 25

LEAVE OF ABSENCE

Section 1. - FAMILY/MEDICAL LEAVE

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave.

Section 2.

The Employer may grant, in addition to family/medical leave covered in Section 1 of this Article, a leave of absence without

pay to an employee. An employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. All compensatory time and vacation time must be exhausted prior to any leave without pay. If medical, all sick leave accumulation must also be exhausted prior to any leave of absence without pay.

Section 3. - LENGTH OF LEAVE

Upon written request, leave may be granted for any personal reason. Renewal or extension beyond a maximum of six (6) months will not be granted.

Section 4. - PERSONAL LEAVES

Personal leaves of absence may be granted for a maximum duration of six (6) months, (includes paid and unpaid time combined).

Section 5. - ABUSE OF LEAVE

If it is found that a 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 report to work by giving written notice to the employee's last designated address.

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the Employer or his designee, may be removed from the employment of Lake County

Prosecutors Office. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

Section 6. - RETURN TO SERVICE

Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

Section 7. - SERVICE CREDIT

Authorized leaves of absence without pay will count as service credit for seniority for layoff purposes, provided the employee is properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

The employee is responsible for the cost of insurance benefits while on an approved unpaid leave of absence.

An employee while on an unpaid leave is on an inactive pay status and will not accrue sick or vacation benefits during the period of such leave.

Section 8. - PROBATIONARY PERIOD OF AN EMPLOYEE ON A LEAVE WITHOUT PAY

The period during which an employee is on a leave without pay shall not be counted towards an employee's original or promotional probationary period.

Section 9. - PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

A pregnant employee may be granted a leave of absence without pay, subject to the provisions of this rule.

A. Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If an employee is unable to return to active work status within six (6) months, the employee may be terminated. Such leave shall not include time being requested for the purposes of child care following the recovery of the employee.

B. The Employer shall grant, upon request up to six (6) weeks, pregnancy leave beginning one (1) week prior to due date and up to five (5) weeks after due date without a physician's certificate requiring said leave. The employee may elect to be paid through sick leave,

if time is accrued, or an unpaid.

C. Physician's Certificate. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions, except as set out in B above.

D. Sick Leave Usage. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, except as set out in B above, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as certified by a physician.

Section 10. - CHILD CARE

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be

considered on the same basis as that of a biological parent under similar circumstances.

Section 11. - COURT LEAVE

The appointing authority shall grant court leave with pay to any employee who:

A. Is summoned for jury duty by a court of competent jurisdiction, or;

B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

C. Any compensation or reimbursement (other than meals and/or mileage) for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer for transmittal to the County Treasurer in order to receive regular pay.

D. Any employee who is appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation/compensatory time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or

appearing as directed as parent or guardian of juveniles.

Section 12. - MILITARY LEAVE WITH PAY

County employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year.

A. Evidence of Military Duty. County employees are required to submit to their appointing authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

Section 13. - MILITARY LEAVE WITHOUT PAY

Any County employee who has held a position for a period of at least ninety (90) days shall be granted a military leave of absence to be inducted or otherwise enter military duty. This military leave shall be without pay and shall be considered as a separation from service with reinstatement rights.

A. The provisions of this rule do not apply to an employee who re-enlists while on active duty, or

to a commissioned officer who voluntarily enters on extended activity duty beyond that required by the acceptance of a commission. Upon re-enlistment or commencement of voluntary extended duty, the employee is not eligible for reinstatement.

Section 14. - MEDICAL LEAVE

A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer upon exhaustion of accumulated sick leave, upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

A. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.

B. Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the

leave of absence without pay rule regarding return from and abuse of such laws.

C. Reinstatement. The employee requesting reinstatement from a medical leave upon the submission of appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists, and must show that the employee has recovered sufficiently from the disabling illness, injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

D. Failure to be Reinstated. An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

ARTICLE 26

WAGE RATES

Section 1.

A classification wage scale shall be established as found in Appendix C.

All non-probationary employees shall progress to the next step in their respective classification if another step is available as set out in Appendix C of this Agreement effective March 24, 2012.

Section 2.

Normally all new employees shall receive the rate established at Step One (1) of the classification in which they are hired. Upon satisfactory performance as determined by the Employer or satisfactory completion of the probationary period, the employee shall be raised to Step Two (2) and progress yearly on the anniversary date of the Agreement subject to negotiations.

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee in a step higher than entry level but not at or above present Bargaining Unit employees within the classification hired or classification immediately preceding.

Section 3.

Upon successful completion of either a new hire probation period or one hundred twenty (120) days or successful completion of a job transfer probation period of twenty (20) days, employees

shall automatically move to the next step on each anniversary date of this Agreement.

An employee who successfully bids from one classification to another, shall retain their present hourly rate until successful completion of the probationary period. In cases of promotion, upon successful completion of the probationary period, the employee's step and hourly rate shall be set at the rate closest to their own with an increase. If the move is considered lateral, the employee's step and hourly rate shall remain the same. If the move is considered down, the employee's step and hourly rate shall be set at the step equal to their present step at the applicable rate of the classification they are being assigned. In all cases, the employee shall progress yearly as established above if wage scale allows.

Promotion shall be those classifications that have an entry and top rate higher than their present schedule.

Lateral are those classifications that have the same entry and top rates of their present schedule.

Down are those classifications that have an entry or top rate lower than their present schedule.

An employee who successfully bids to another position and within a year successfully bids back to the same classification pay range shall be placed at the step and rate previously held.

Section 4.

Employees who have performed satisfactorily without any job performance discipline for the period of time covered in article 30, section 4, in the classification of Technical Secretary I for a period of five (5) years, shall be promoted to the classification of Technical Secretary II in the next pay period after completing the five (5) years.

Employees successfully attaining this level shall be assigned to the various divisions of the Prosecutor's Office as determined by the Employer.

Section 5.

Effective April 1, 2012, an employee in the top step of their classification of the rate schedule found in Appendix C, who does not receive a step advancement on April 1, annually and has an accrued sick leave bank, on April 1, of the respective year, of two hundred (200) hours, shall receive a cash payment of two hundred ($200.00) dollars. This paragraph shall be completely suspended in the second and third years of this Agreement with no payments being made during those years.

ARTICLE 27

LABOR-MANAGEMENT COMMITTEE

Section 1.

The Union and Employer shall establish a Labor-Management Committee, who on an advisory capacity shall discuss issues related to the Prosecutor's Office. The guidelines to be established by the committee and approved by the Prosecutor and the Union.

ARTICLE 28

EDUCATIONAL ASSISTANCE

Section 1.

Upon approval by the Lake County Prosecutor and financial approval of the Lake County Commissioners, an employee will be eligible for reimbursement for expenses and tuition for job-related education courses and job-related conferences and seminars.

Section 2.

The Prosecutor or his designee will determine the employee's request before submitting the request to the Board of County Commissioners for final approval pursuant to Section 325.191 of the Ohio Revised Code.

Section 3.

The following requirements must be met for approval of request and for reimbursement of tuition fees and related expenses or reimbursements for accredited courses and travel for conferences and seminars.

JOB-RELATED EDUCATION COURSES

A. The Prosecutor or his designee must first approve the official request form before employee registers for any classes.

B. The course will further develop the employee's job skills and is a job related education course after working hours.

C. Reimbursement will be made for not more than twelve credit hours per year.

D. Employee must submit a record for course completed with a passing grade of "C" or better.

E. Employee must submit school record of charges for course completed (registration fee, tuition fee, and other related charges, if any) for reimbursement from County.

F. No reimbursement will be given to County employees being reimbursed from other sources.

G. For credited educational course work, there is no reimbursement made for travel, and session shall not be on County payroll time.

H. Conferences and seminars may be on County payroll time with prior approval for fees, travel and related expenses.

ARTICLE 29

DISCHARGE - REDUCTION - SUSPENSION

Section 1. - NON-PROBATIONARY EMPLOYEES

Appeal of dismissal or reduction and/or suspension of more than three (3) working days of a regular employee may be made and processed, pursuant to the grievance procedure outlined in this Agreement. The reduction and/or suspension of an employee of three (3) working days or less may be processed as a grievance by the employee and authorized Union representative to the Prosecutor's level of the grievance procedure outlined in this Agreement, which shall be the final resolve to the issue and sole and exclusive method of appeal.

Section 2.

In the event an employee has more than two (2) suspensions of three (3) days or less in a rotating year, the third suspension may be processed through the grievance procedure including arbitration, which shall be the final resolve to the issue and sole and

exclusive method of appeal. The arbitration process shall not review the merits of the previous disciplinary actions.

ARTICLE 30

DISCIPLINARY ACTION

Section 1.

Disciplinary action or measures may include, subject to the rules and regulations of the Lake County Prosecutors Office, any of the following steps:

1. Cautionary Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Disciplinary action may be imposed upon an employee for just cause except where immediate action is necessary (intoxication, insubordination, conduct unbecoming a member of the Prosecutors staff, breach of confidentiality within the Prosecutors jurisdiction, etc.).

Section 2.

Any disciplinary action of three (3) days or less, may be appealed through the grievance procedure up to the Prosecutors level except that discharge may be appealed through the arbitration level.

Section 3.

At any meeting between a Management Representative of the Department and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the employee shall be advised that a Union Representative may be present.

Section 4.

Records of any cautionary or written reprimand will cease to have effect in progressive disciplinary measures twelve (12) months after the effective date unless there are intervening disciplinary actions during the period.

Records of any suspension of five (5) days or less will cease to have effect in progressive disciplinary measures three (3) years after the effective date unless there are intervening disciplinary actions during the period.

Records of any suspensions of more than five (5) days or demotions will cease to have effect in progressive disciplinary measures five (5) years after the effective date unless there are intervening disciplinary actions during the period.

ARTICLE 31

COMPLAINTS AND GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to complaints which may arise as a result of employment. The parties encourage efforts by employees or their authorized Union representatives and supervisors to discuss and resolve any complaints or differences orally and outside the formal terms and provisions of this Grievance Procedure.

Section 2.

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Section 3.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1. Aggrieved employee's name
2. Date of the event leading to the grievance

3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of Union representative

Section 4.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 5.

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

STEP 1 - The Union Steward shall refer the written grievance to the appropriate Department Head within ten (10) work days of the occurrence which gave rise to the grievance. The Department Head shall have ten (10) work days in which to schedule a meeting with the Union representative. The Department Head shall investigate and respond in writing to the Union representative within ten (10) work days following the meeting date.

STEP 2 - If the grievance is not resolved at Step 1, the Union may refer the grievance to the Prosecutor, within fifteen (15) work days after receiving the Step 1 reply. The Prosecutor or his designee shall have fifteen (15) work days in which to schedule a meeting with the Union representative. The Prosecutor/or designee shall investigate and respond in writing to the Union representative within fifteen (15) work days following the meeting.

STEP 3. Arbitration - If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits

prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and the Union representative shall agree to request a list of seven (7) impartial arbitrators, selected from a Sub-Regional pool, from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

For subsequent arbitrations, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed

herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or, declarations of opinion which are not directly essential in reaching a decision on the issues in question.

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 shall be binding upon the Union, and the Employer. All cost directly related to the service of the arbitrator shall be equally divided between the Employer and the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 32

SUPERVISOR WORK

Section 1.

Work that is customarily performed by employees within the Bargaining Unit shall remain Bargaining Unit work.

Section 2.

Administrative employees may occasionally do work customarily performed by employees within the Bargaining Unit that would not displace or remove Bargaining Unit members.

Section 3.

Bargaining Unit work performed on overtime may be offered to administrative employees after being initially refused by all qualified Bargaining Unit members.

ARTICLE 33

DECLARED EMERGENCY DAYS

Section 1.

When the Lake County Prosecutor declare an emergency in a case that would present a clear and present danger to Bargaining Unit employees that effects the closing of the court system or Bargaining Unit members; where employees do not have to report to work until a certain time, or should the emergency cause the closing for the day, the employees shall be credited as time worked for those hours declared emergency.

Employees who work or would have been scheduled to work shall be eligible for such credit. Employees, who previous to the decision by the Prosecutor, had scheduled time off for any reason shall not be eligible for the first day, or any part of, and next consecutive working day of the event.

Section 2.

If an employee is required to stay or report to work to cover emergencies, the employee shall be eligible for overtime, as per this Agreement.

Section 3.

In an attempt to clarify Declared Emergency Days and compensation for such occurrences, the parties agree to the following, in conjunction with the provisions of Article 33.

A. The Employer reserves the right to determine if an event is considered a declared emergency, such as weather conditions or mechanical failures, which affects the work schedules of its employees.

B. The Employer reserves the right to determine if the emergency causes the closing of a department, division, location, shift, work week, or any part of such designations. Employees may be reassigned to work in a different location or department in the event of partial closures.

Where such partial closure occurs, employees who are required to remain or report to work "to cover the emergency" shall be compensated pursuant to the provisions of the contracts governing compensation.

C. Events such as riots, civil disorders, earthquake, tornado, flood, nuclear disaster, or other similar events that are catastrophe in nature, shall not be considered a declared emergency under the terms of the agreement that requires compensation. In the event the Prosecutor takes action to compensate employees in any manner for such events, Bargaining Unit employees shall be compensated in the same manner as other non bargaining employees.

D. In cases where the Employer designates a portion of a shift as a declared emergency, employees may be required to report to work at designated times.

E. When the designated emergency hours are at the end of a shift, employees who fail or failed to report for the designated portion of working hours shall not be eligible for compensation for hours credited as emergency hours.

F. When the designated emergency hours are at the beginning of a shift, employees who would have been scheduled to work, and have not scheduled such time off for any reason, shall be eligible for compensation provided they report to work at the appropriate time designated for the remainder of the shift.

G. Employees who fail to report for the remainder of the shift may receive compensation for the day or a portion of the day by designating payment from accrued personal day if four (4) or eight (8) hours and/or accrued vacation and/or comp. time if for other than four (4) or eight (8) hour increments.

H. Under special circumstances, the use of comp time or vacation time required by Section G may be waived by the Employer when the employee's delayed arrival or absence is due to weather related conditions and the employee's place of employment is on a delayed opening or early dismissal.

ARTICLE 34

SAVING CLAUSE

Section 1.

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America, the State of Ohio, the County of Lake and other competent, legal authorities and jurisdictions, all other provisions of this

Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.

The Employer and the Union agree to meet following notification by either party that any provision of the Agreement has been determined unlawful, for the purpose of reviewing the implementation of the decision.

ARTICLE 35

NO STRIKE - NO LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage or strike. During the term of this Agreement, neither the Employer nor its agents, for any reason, shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

The Union agrees to verifiably notify all Local Officers and Representatives of their obligation and responsibility for maintaining compliance with this Article, and to encourage employees violating Section 1 to return to work.

Section 3.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 36

DURATION

This Agreement shall become effective April 1, 2012, and continue in force until March 31, 2015 and thereafter, unless modified or changed by mutual agreement.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the termination date of this Agreement.

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed _____, 2012.

LAKE COUNTY PROSECUTOR

UNION

LAKE COUNTY COMMISSIONERS

APPENDIX A

Section 1.

The Bargaining Unit shall consist of all employees in all classifications listed below except for those listed as excluded in Section 2 below.

INCLUDED: Technical Secretary II, Technical Secretary I, Secretary II, and Secretary I of the Lake County Prosecutors Office.

Section 2.

EXCLUDED: Prosecuting Attorney, Administrative Assistant to the Prosecutor, Office Administrator, Administrative Assistant to the Prosecutor-Civil, Administrative Assistant to the Prosecutor-Criminal, Administrative Assistant to the Prosecutor-Crime Lab, Administrative Assistant to the Prosecutor-IV D, all Assistant Prosecutors, County Investigator of the Lake County Prosecutors Office, and all Management level, Supervisory, Confidential, Professional, Seasonal and Casual employees as defined in the Act.

APPENDIX B

I hereby authorize the County to deduct from my earnings, the regular monthly dues in the amount certified by the Secretary/Treasurer of the Communications Workers of America, AFL-CIO, and further authorize the remittance of such amount(s) to the Union in accordance with the currently effective Agreement between the County of Lake and Union.

_____	_____	_____
Date	Social Security No.	Print Name
	_____	_____
	Employee No.	Signature

APPENDIX C

EFFECTIVE March 25, 2012

	1	2	3	4	5	6	7	8	9	10
Tech Secr II	16.30	16.61	16.95	17.29	17.60	17.93	18.26	18.72	19.19	19.37
Tech Secr I	14.84	15.18	15.51	15.83	16.16	16.48	16.82	17.29	17.75	17.93
Secretary II	14.18	14.52	14.84	15.18	15.51	15.83	16.16	16.61	17.08	17.25
Secretary I	13.52	13.85	14.18	14.52	14.84	15.18	15.51	15.97	16.43	16.61

EFFECTIVE March 24, 2013

	1	2	3	4	5	6	7	8	9	10
Tech Secr II	16.71	17.03	17.37	17.72	18.04	18.83	18.72	19.19	19.67	19.85
Tech Secr I	15.21	15.56	15.90	16.23	16.56	16.89	17.24	17.72	18.19	18.38
Secretary II	14.53	14.88	15.21	15.56	15.90	16.23	16.56	17.03	17.51	17.68
Secretary I	13.86	14.20	14.53	14.88	15.21	15.56	15.90	16.37	16.84	17.03

EFFECTIVE March 23, 2014

	1	2	3	4	5	6	7	8	9	10
Tech Secr II	17.13	17.46	17.80	18.16	18.49	18.84	19.19	19.67	20.16	20.35
Tech Secr I	15.59	15.95	16.30	16.64	16.97	17.31	17.61	18.16	18.64	18.84
Secretary II	14.89	15.25	15.59	15.95	16.30	16.64	16.97	17.46	17.95	18.12
Secretary I	14.21	14.56	14.89	15.25	15.59	15.95	16.30	16.78	17.26	17.46