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**AGREEMENT BETWEEN THE
LORAIN COUNTY BOARD OF COMMISSIONERS
(RECORDS CENTER)
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL #436**

**Effective January 1, 2013 through
December 31, 2015**

Case No. 2012-MED-09-0929

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ARTICLE 1
PREAMBLE

Section 1. This agreement, entered into by the Lorain County Commissioners, hereinafter referred to as the "Employer," and the International Brotherhood of Teamsters, Local 436, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative 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 employed full-time and holding the classification of:

Records Clerk

Section 2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, and seasonal employees in the unclassified services shall not be included in the bargaining unit.

Section 3. Should new classifications be established within the agency which are not subject to the exclusions outlined in section 2 above, the Employer shall notify the Union, and upon written request, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board (SERB) 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 3
CHECK-OFF AUTHORIZATION AND FAIR SHARE FEE

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the successful completion of sixty (60) days of employment.

Section 2. The Employer agrees to deduct periodic Union dues, initiation fees, re-initiation fees, entry fees, and assessments from the pay of any employee eligible for membership in the

bargaining unit, upon the individual employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the Payroll Officer of the unit in which the employee works. The Payroll Officer will send both the 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 the Employer normally deducts dues.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the Payroll Officer of the employing 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 pursuant to this article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 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.

Section 5. The Employer shall not be obligated to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the 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 in 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 for no other organization attempting to represent the employees within the bargaining unit as herein determined for the duration of this agreement.

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 deductions from the following pay period, if the deduction does not exceed the total of two (2) month's 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 deduction(s) will cease to be 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 within the appropriate bargaining unit. All deductions shall cancel upon the termination date of this agreement, or unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

Section 9. A check in the aggregate amount of the total dues withheld from those employees authorizing a dues deduction shall be submitted to the Union within thirty (30) days of the date said deductions were made.

ARTICLE 4 **FAIR SHARE FEE**

Section 1. New employees who do not become members within sixty (60) days following the beginning of their employment shall be required to pay a fair share fee as a condition of continued employment. 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 this agreement and of settling grievances and disputes arising under this 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 of the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

Section 2. Prior to the effective date of this agreement 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 the 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 the 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.

Section 3. In the event that any employee who is required to pay a fair share fee 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 an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB), pursuant to the provisions of ORC 4117.09(C).

Section 4. The Union agrees to indemnify and hold the Employer, its officials, representatives and agents harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this section of this agreement.

ARTICLE 5
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. The steward may have an alternate steward to act as steward in the absence of the regular steward.

Section 2. The Union shall notify the Employer, in writing, of the names of the stewards before they will be recognized by the Employer.

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

- A. Representation of a member at any formal step of the grievance procedure.
- B. Representation of a member at a disciplinary conference.
- C. Attendance at meetings between the Union and Employer where their attendance is requested.

Each steward shall be permitted reasonable time off with pay to conduct appropriate Union representatives business as defined in this section.

Section 3. Rules governing the activity of the local Union steward and alternate are as follows:

- (1) The steward or alternate must obtain, in advance, authorization from his immediate supervisor before beginning Union activities;
- (2) The steward or alternate shall identify the reason for the request at the time Union activity time is requested;
- (3) The steward or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity;
- (4) The steward or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the steward's or alternate's immediate supervisor; and
- (5) Failure to comply with such order may result in disciplinary action if it is found that the Union steward or alternate is abusing the rules of this section.

Section 4. Any changes made in stewards, alternate stewards, or officers shall be furnished to the Employer, in writing, before being recognized by the Employer.

Section 5. Before leaving the job to conduct Union activity, all Union representatives shall be required to complete the Union Representative Time Form. Said forms shall be furnished by the Employer, and shall be submitted to the supervisor. Said forms are attached hereto as Appendix B.

Section 6. Up to three (3) non-employee authorized representatives of the Union shall be allowed access to the Employer's premises during working hours for the purpose of attending grievance hearings and other meetings as provided herein.

Section 7. Stewards shall be permitted to investigate and process grievances, and attend predisciplinary hearings and/or labor-management meetings as specifically authorized within this agreement. When such meetings are scheduled during an employee representative's normal work hours, the employee representative shall suffer no loss of pay. When such meetings are scheduled outside of normal working hours, the employee shall not be compensated for such time.

ARTICLE 6 **MANAGEMENT RIGHTS**

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or other inherent Employer rights with respect to matters of general managerial policy.

The Employer retains the right and the authority to administer the business of the department in addition to other functions and responsibilities which are not specifically modified by this agreement. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of its department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine goals, objectives, program services and to utilize both internal and external personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and organizational structure, including the right to layoff employees due to lack of funds;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the budget and uses thereof;

- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement necessary actions in emergency situations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer as permitted by law shall remain the function of the Employer.

ARTICLE 7
UNION BULLETIN BOARDS

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

Section 2. All notices which appear on the Union's bulletin board 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. publications, rulings or policies of the Union.

Section 3. All other notices not covered in "A" through "G" above must receive prior approval of the Administrator or his designee. It is also understood that no material may be posted on the Union bulletin board at any time which contains any of the following:

- A. personal attacks upon any other member, any other employee or the administration,
- B. attacks on any employee organization, regardless of whether the organization has local membership, and
- C. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 4. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin board designated for use by the Union.

Section 5. Any employee found to be violating the provisions of this article may be subject to disciplinary action.

ARTICLE 8 **CORRECTIVE ACTION**

Section 1. No non-probationary employee shall be reduced in pay, suspended, or discharged except for just cause.

Section 2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of work performance.

Section 3. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, including suspensions of record and unpaid suspensions, reduced, or discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. An employee may also elect in writing to waive the opportunity to a predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

Section 4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement.

Section 5. Records of instruction and cautioning and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

Section 6. Each employee may inspect his personnel file maintained by the Employer during non-work 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 schedule of the employee, nor to cause any expense to the Employer.

ARTICLE 9
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 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 desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance.

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 may 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 the specific articles and paragraphs of the agreement alleged to have been violated, the date of the alleged violation, an explanation of the facts, and the relief requested.

Section 5. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union/grievant; 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:

Informal Step: An employee having any grievance will first attempt to resolve it informally with his immediate supervisor. If the employee is not satisfied with the response from his supervisor, he may then proceed to Step 1.

Step 1: The employee shall present the written grievance to the immediate supervisor within three (3) days after the event upon which the grievance is based. The grievance form shall set forth the details of the grievance and relief requested, and shall be dated and signed by the employee. The employee, if desired, may be represented by an individual of his choice. The immediate supervisor shall meet with the employee and his representative, if any, within three (3) working days thereafter in attempt to adjust the grievance.

Within three (3) working days after the Step 1 meeting, the immediate supervisor shall give a written answer to the employee.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee shall present it in writing to the Department Head within three (3) working days after the Step 1 answer.

The Department Head shall meet with the employee and his representative within three (3) working days thereafter in an attempt to adjust the grievance. Within three (3) working days after the Step 2 meeting, the Department Head shall give a written answer to the employee.

Step 3: If the grievance is not satisfactorily settled in Step 2, the employee shall present it in writing to the Board of County Commissioners or their designee within three (3) working days after receiving the Step 2 answer.

The Board of County Commissioners or their designee shall meet with the employee and his representative within ten (10) working days thereafter in an attempt to adjust the grievance.

Within ten (10) working days after the Step 3 meeting, the Board of County Commissioners or their designee shall give a written response to the employee.

Step 4 - Arbitration: If the grievance has been properly processed and is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union official within five (5) days from the date final action was taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Within five (5) working days after notice of arbitration has been submitted, the parties shall confer to determine whether the parties will use the panel of arbitrators listed in Appendix D. If the parties agree to use the list in Appendix D, the arbitrator shall be selected by the alternate strike method.
- B. If either party rejects the use of the list in Appendix D, then the Union shall make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a panel of arbitrators. Within ten (10) calendar days of the written request for arbitration, the Union shall request a panel of nine (9) Ohio resident, National Academy Certified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) calendar days from receipt of the panel of arbitrators from FMCS, each party shall strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list.

- C. The arbitrator shall limit his decision strictly to the interpretation, application, and 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 Lorain County Board of 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 to 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 herein, the matter in question falls within the exercise of rights 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.

- D. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the spokesperson, 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.
- E. The cost of the services of the arbitrator, the costs of any proofs produced at the discretion of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms

shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost of the fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witnesses shall be borne, if any, 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 transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7. An employee may choose to have a Union steward or Union representative accompany him/her in Step 1 through Step 3 of the procedure. Should the employee elect not to have Union representation, such election shall be reduced to writing and become part of the grievance record.

Section 8. When an employee covered by this agreement represents himself in a grievance, in accordance with the provision set forth in Section 7 herein, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this agreement.

Section 9. 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 10 **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, nor 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 disciplined up to and including discharge 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, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of this article.

ARTICLE 11
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 in labor/management meeting 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 acknowledgment shall be grounds for disciplinary action.

ARTICLE 12
LABOR/MANAGEMENT MEETINGS

Section 1. The Employer agrees that he or his designee(s) shall meet periodically with one (1) employee representative of the Union at a mutually agreeable date and time to discuss matters which may include the following:

- A. discuss the administration of this agreement;
- B. discuss with the Union proposed changes made by the Employer which affect wages, hours, terms and other conditions of employment of bargaining unit members;
- C. discuss the grievances which have not been processed beyond Step 3 of the grievance procedure, but only 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. to consider and discuss health and safety matters relating to employees;
- G. to consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

Section 2. Whenever the purpose of a labor/management meeting is to discuss matters identified in Section 2 “B” and/or Section 2 “G” above, the Union staff representative shall be notified at least five (5) working days in advance of the scheduled meeting.

Section 3. It is further agreed that if a special labor/management meeting has been requested, and mutually agreed upon, it 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 13
SEPARATION OF EMPLOYMENT

Section 1. Upon discharge and/or quitting, the Employer shall pay all money due the employee, including vacation pay on the pay day of the next scheduled pay period in accordance with the procedures of the County Auditor’s office.

ARTICLE 14
SENIORITY

Section 1. The seniority of an employee shall be determined by continuous length of service from the last effective date of hire. New employees shall be considered to be probationary employees and not subject to the terms of this agreement except as specifically provided herein, until they have completed one hundred twenty (120) days of continuous employment with the Employer. At the expiration of such probationary period, new employees shall date from their last effective date of hire. During such probationary period, new employees shall have no seniority status. Probationary employees may be laid off or discharged or otherwise disciplined at the sole discretion of the Employer.

Section 2. Loss of Seniority. An employee shall lose his seniority and continuous service if:

- A. Voluntarily quits or retires;
- B. is discharged for just cause;
- C. fails to report for work within seven (7) days after notice of recall has been received (by certified mail) by the employee at his last known address or if recall rights expire;
- D. is absent for five (5) or more consecutive work days without notifying the Employer;
- E. fails to return from an approved leave of absence within ~~five (5)~~ **two (2)** calendar days.

Any employee rehired after a break in seniority as outlined herein shall in every respect be treated as a new employee of the Employer.

ARTICLE 15
LAYOFF AND RECALL

Section 1. Layoff. Whenever the Employer determines that it is necessary to layoff employees, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off in each affected classification. The Employer will notify the affected employees fourteen (14) days in advance of the date of layoff.

Section 2. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, employees shall be laid off in the following order:

- A. probationary employees;
- B. the least senior employee in the classification.

Section 3. Recall. Employees who have been laid off shall retain reinstatement rights to the classification from which they were laid off and shall be subject to recall by the Employer for a period of one (1) year from the suggested date of layoff. It shall be the employee's responsibility to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 4. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have five (5) days within which to notify the Employer, in writing, of their desire to accept or reject the opportunity. Failure of the employee to accept within the five (5) day period shall be considered a rejection of the recall opportunity.

Section 5. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code Sections 124.321 through 124.328.

ARTICLE 16
HOLIDAYS

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

New Year's Day	First Day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th Day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th Day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	
The Day Before Christmas	24th Day of December

Christmas Day
New Years Eve

25th Day of December
31st Day of December

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 the holiday is observed.

Section 4. If an employee is required to work on any one of the days identified in Section 1 of this article, said employee shall be paid one and one-half (1 1/2) times their rate plus straight time holiday earnings.

Section 5. Whenever an employee is required to work on a holiday identified in Section 1 of this article, said employee shall not be afforded the opportunity to request compensatory time.

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. In order to be eligible for holiday pay, the employee must be in an active pay status on the scheduled work days prior to and following the holiday. Employees who fail to work as scheduled on a holiday shall not receive holiday pay.

Section 7. Should the Lorain County Board of Commissioners recognize any day not identified in Section 1 as a holiday, then all bargaining unit employees eligible to receive paid holidays shall receive that day as a paid holiday.

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:

A. For Employees Hired Before January 1, 2013

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than one (1) year	None
One (1) year but less than eight (8) years	80 hours
Eight (8) years but less than fifteen (15) years	120 hours
Fifteen (15) years but less than twenty-five (25) years	160 hours
Twenty-five (25) years or more	200 hours

B. For Employees Hired After January 1, 2013

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than one (1) year	None
One (1) year but less than five (5) years	40
Five (5) years but less than twelve (12) years	80
Twelve (12) years but less than twenty (20) years	120
Twenty (20) years but less than thirty (30) years	160
Thirty (30) 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). New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Each employee of the Employer, who had 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 for full-time employees is credited each bi-weekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited For Pay Period</u>
40 hours	1.55 hours
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 has completed one (1) year of employment with the 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 March 1 of each year. Adjustments to the March 1 schedule may be made based upon seniority and in accordance with the workload requirements, as determined by the Employer. An employee wishing to change his scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the March 1 schedule shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. In situations that do not present any scheduling conflicts to the Employer, an employee may request vacation leave with advanced notice equal to the amount of vacation leave he requested. Such advanced notifications may be waived at the discretion of the Employer's representatives. In emergencies, an employee may receive same day approval from his immediate supervisor for a maximum of eight (8) hours vacation leave. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 6. 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 writing, in advance, and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 7. 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 8. Days specified as "holidays" in Article 14 herein shall not be charged to an employee's vacation leave.

Section 9. An employee is entitled to compensation, at his current rate of pay, for the prorated 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, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date of employment.

Section 10. 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 to his estate.

Section 11. Prior to December 15 of each calendar year, any employee eligible to take two (2) or more weeks of vacation may notify the Employer in writing that he wishes to convert vacation time for the current year into paid time. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of vacation converted. The conversion will result in the employee having his vacation leave account reduced by the number of vacation hours converted. Any eligible employee must maintain at least one (1) week (i.e., forty [40] hours) of vacation per calendar year that may not be converted to paid time. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more leave than he would otherwise earn in a calendar year less any leave earned and used in the calendar year.

ARTICLE 18 **SICK LEAVE/BEREAVEMENT LEAVE**

Section 1. Sick Leave Accumulation. Following the successful completion of the probationary period, each full-time employee shall accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 hours per pay period in an active pay status.

Section 2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for 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 3. 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/her immediate family (sick leave usage limited to three [3] working days) provided that the employee's bereavement leave for the calendar year has been exhausted.
 3. Medical, dental or optical examinations or treatment of employee or a member of his/her 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/her 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 post-natal 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, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 5. Notification by Employee. When an employee is unable to report for work, he/she shall notify the supervisor on duty before 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 6. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 7. Physician Statement. If medical attention is required or the absence extends beyond three (3) working days, 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 8. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, to determine the employee's physical 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 Employer.

Section 9. 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 the provisions set forth in this agreement.

Section 10. Sick Leave May be Accumulated Without Limit. A full-time bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave. A full-time bargaining unit employee hired after January 1, 2008, with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of two hundred fifty (250) hours of sick leave.

Section 11. An employee may elect each year to have the Employer buy back a maximum of one hundred twenty (120) hours of sick leave for the current year, provided the employee maintains a balance of three hundred eighty (380) hours of sick leave after the conversion. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of sick leave days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of sick leave converted. The conversion will result in the employee having his sick leave account reduced by the number of sick leave days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more leave than he would otherwise earn in a calendar year less any leave earned and used in the calendar year.

Section 12. Bereavement Leave. When a member of an employee's immediate family, as defined in Section 3(B), expires, the employee shall be entitled to up to three (3) days of bereavement leave. Bereavement leave shall be limited to a maximum combined total of three (3) days per calendar year. If additional time off is needed due to a death in the employee's

immediate family within the same calendar year, time off may be granted in accordance with Section 3(A) (2) herein. An affected employee shall provide the Employer with appropriate documentation of any such death where bereavement leave or sick leave is requested immediately upon return to work.

Section 13. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 124.38 and 124.39.

ARTICLE 19 **FAMILY & MEDICAL LEAVE**

Section 1. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred and fifty (1,250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in accordance with the Employer's policy.

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

ARTICLE 20 **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 six (6) months for any personal reasons of the employee.

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 services by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 3. The authorization of 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. The granting of any leave of absence is subject to approval of the Employer not less than thirty (30) days prior to commencement of the desired leave so that the various functions may proceed properly.

Section 5. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any newly hired replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies. Any replacement formerly holding a bargaining unit position with the

Employer will be reinstated to his former position provided such position still exists. Otherwise, said employee will be considered for other vacancies.

ARTICLE 21 **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 lateral 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 lateral 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 or lateral transfer is not 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 sick leave and authorized vacation 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 exists and/or is still 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 included 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 22 **COURT LEAVE**

Section 1. The County 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 employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation, as scheduled in advance with the Employer.

Section 3. It is understood that an employee released from jury duty prior to the end of his/her work day shall report to work for the remaining hours.

ARTICLE 23 **HEALTH AND SAFETY**

Section 1. It is agreed that health and safety must be a concern of both parties. Therefore, the

Employer reaffirms its responsibility to provide safe working conditions. Employees shall accept the responsibility to operate equipment safely and to follow all safety rules, safe working methods and precaution (as established by the Employer). All unsafe conditions and job-related injuries must be reported to the next higher authority in charge as soon as they are known.

ARTICLE 24 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.

Section 2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In the event any provision herein is so rendered invalid, upon the written request of either party, the parties shall make arrangements to meet for the purpose of discussing (the possibility of) a lawful or valid replacement for such provision.

Section 3. 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 25 HOURS OF WORK AND OVERTIME

Section 1. The standard work week for all full-time 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 an unpaid one-half (0.50) hour meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday. This provision shall not constitute a guarantee of hours of work per day or per week.

Section 2. Employees who are required by the Employer to work more than forty (40) hours in any work week above shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1 1/2) times their 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. Should an employee refuse an overtime opportunity or be unavailable when contacted 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 such overtime

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

ARTICLE 26
WAGES

Section 1. For the duration of the agreement the following pay rates will be in effect:

January 1, 2013, through December 31, 2013

<u>Job Title</u>	<u>Entry Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Records Clerk	10.52	14.85

January 1, 2014, through December 31, 2014

<u>Job Title</u>	<u>Entry Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Records Clerk	10.66	15.04

January 1, 2015, through December 31, 2015

<u>Job Title</u>	<u>Entry Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Records Clerk	10.78	15.20

(Note: For 2014 & 2015, the minimum and maximum rates will increase by one-half (1/2) of the general wage increase listed in Section 3 (2014-1.25%; 2015-1.125%).

Newly hired employees shall be hired at the entry rate. However, based on the employee's qualifications, the Employer at its discretion may place a newly hired employee up to the mid-point (i.e., 50% through the range) of the pay range for the employee's position.

Section 3. Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not be entitled to experience any increase beyond the maximum amount set forth for each classification specified in Section 1. Each bargaining unit employee on the Employer's payroll as of the date of this agreement shall receive a three percent (3.0%) general increase, not to exceed the maximum rate.

Effective the first pay period in January 2014 each employee shall receive a two and one-half (2.5%) general increase, not to exceed the maximum rate.

Effective the first pay period in January 2015 each employee shall receive a two and one-quarter (2.25%) general increase, not to exceed the maximum rate.

Section 4. Any employee currently paid an hourly rate that exceeds the maximum rate of pay for his pay grade shall have his wages frozen at his current hourly rate until such time as the maximum hourly rate exceeds his current hourly rate.

Section 5. Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.

ARTICLE 27
HEALTH INSURANCE

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 3 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.

Employees shall be required to contribute, through payroll deduction, ten percent (10%) of the premium costs each month for family or single coverage.

Section 4. 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 28
LIFE INSURANCE

Section 1. The Employer agrees to provide a fifty thousand dollar (\$50,000) life insurance policy for full-time eligible employees.

Section 2. The Employer will provide each covered employee with a copy of the life insurance booklet at the time of enrollment in the plan.

ARTICLE 29
LONGEVITY

Section 1. All full-time bargaining employees with five (5) or more years of continuous service with the Employer shall receive a longevity supplement to their base hourly rate of pay for each compensated hour of work. Such supplement shall become effective at the beginning of the pay period in which the employee's completed years of service increases.

Section 2. Longevity supplements shall not be considered to be a component of the base hourly wage rate for the purpose of calculating future wage rates, and shall be paid in accordance with the following formula:

Five (5) to Eight (8) years of service	35 cents per hour
Nine (9) to Thirteen (13) years of service	40 cents per hour
Fourteen (14) to Eighteen (18) years of service	45 cents per hour
Nineteen (19) and more years of service	50 cents per hour

ARTICLE 30
DURATION OF AGREEMENT

Section 1. This agreement shall be effective January 1, 2013, and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided herein.

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 nor later than ninety (90) calendar days 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.

Section 3. 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and Union, and all prior agreements, either oral or written, are hereby canceled.

Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain on any matters during the term of this agreement, except as provided for in Articles 11, 12, 26, and 27 of this agreement.

Section 4. This agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

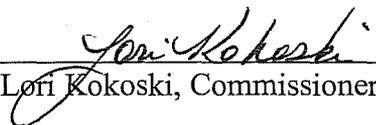
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on this 3 day of April, 2013.

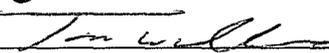
For the Employer



Ted Kalo, Commissioner



Lori Kokoski, Commissioner

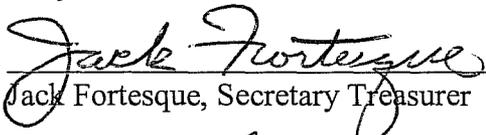


Tom Williams, Commissioner

For the Teamsters Local #436



Gary M. Tiboni, President



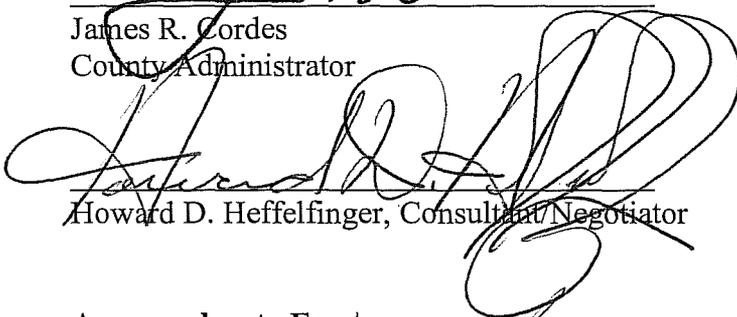
Jack Fortesque, Secretary Treasurer



Christopher J. Pavone
Business Representative



James R. Cordes
County Administrator



Howard D. Heffelfinger, Consultant/Negotiator

Approved as to Form



Gerald Innes, Assistant County Prosecutor

APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION FORM

APPENDIX B
UNION REPRESENTATIVE TIME FORM

Date _____ Department _____
Union Official's Name _____
Date(s) of Requested Leave _____
Purpose for Leaving _____
Requested Union Business Leave to Start _____ a.m./p.m. and End _____ a.m./p.m.

Please Designate Below the Type of Union Business You Are Requesting:

Paid by County

_____ Attend Grievance Meeting
Hours Used

_____ Attend Predisciplinary Conference
Hours Used

_____ Attend Meeting Requested by Union and/or Employer
Hours Used (Example: Labor/Management Meeting)

Signature of Employee

Signature of Steward

Signature of Employee's Supervisor

Copies to: Supervisor or Department Head, Steward
Original to: Administrator or Designee

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 _____
Date _____ Date _____
Supervisor _____
Date Received _____

Supervisor's Answer _____ Date _____

APPENDIX C (Continued)
GRIEVANCE APPEAL

STEP 2

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed To Second Step By _____ Date _____

Delivered By Employee To Department Head

Steward/Employee _____ Date _____

Received By _____ Date _____

Department Head's Answer _____

Respondent

Date _____

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed To Fourth Step By _____ Date _____

APPENDIX C (Continued)
GRIEVANCE APPEAL

Delivered by Employee to Board of County Commissioners or Designee

Steward/Employee _____ Date _____

Received by _____ Date _____

APPENDIX D
PANEL OF ARBITRATORS

The parties agree to use the following panel of arbitrators for any grievances entering Step 4 of the grievance procedure as detailed in Article 9:

Jerry Fullmer
Mitchell Goldberg
Harry Graham
Jonathan Klein
Robert Stein
Jeffrey Belkin
Dan Zeiser

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

SIDE AGREEMENT
INSURANCE PREMIUMS

The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any other bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.