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08/04/2014

**AGREEMENT BETWEEN**

**LORAIN COUNTY  
CHILDREN'S SERVICES**

**AND**

**THE INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
LOCAL #2192**

**Case No. 2012-MED-12-1440**

**Effective Upon Execution  
to March 31, 2016**

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**ARTICLE 1**  
**PREAMBLE**

This agreement, entered into by Lorain County Children's Services, hereinafter referred to as the "Employer," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local #2192, 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. The provisions of this agreement shall be applied equally and uniformly for all members of the bargaining unit.

**ARTICLE 2**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for those full-time and part-time employees included in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals holding the classifications of: Caseworker, Account Clerk, Case Aide, Clerk, Data Analyst, Intake Specialist, Receptionist, Typist, and Secretary 3.

**Section 2.** The following positions and classifications to be excluded from the bargaining unit are: Executive Director, Director of Social Services, Director of Fiscal Affairs, Assistant Director of Social Services, Deputy Executive Director, Administrative Services Manager, Casework Manager, Casework Supervisor, Clerical Supervisor, Quality Assurance Manager, Quality Assurance Supervisor, Human Resource Manager, Fiscal Supervisor, Computer Systems Coordinator, Computer Support Specialist, Public Information Officer 1 and 2, Ombudsman, confidential Secretary 3 position reporting to the Clerical Supervisor, confidential Secretary 3 position reporting to the Casework Manager, confidential Data Analyst positions reporting to the Administrative Services Manager, confidential Data Analyst reporting to the Human Resource Manager, and confidential Caseworker positions in quality assurance.

**Section 3.** Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, casual, temporary, seasonal, and contracted employees in the unclassified service shall not be included in the bargaining unit.

**Section 4.** Should new classifications be established within the agency which are not subject to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, either

party may petition the State Employment Relations Board (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.

**Section 5.** The foregoing “Recognition Clause” shall not be interpreted or applied so as to restrict the Employer from assigning non-bargaining unit personnel to perform work performed by bargaining unit personnel in accordance with the applicable job descriptions.

**Section 6.** Non-bargaining unit personnel shall not be assigned the work of bargaining unit personnel when said work displaces a member of the bargaining unit. The parties further agree that non-bargaining unit personnel may perform any work under the following or like conditions:

- A. In the event of an emergency;
- B. To perform work necessary to restore and/or maintain normal daily operations when qualified bargaining unit members are not available;
- C. Duties similar in nature based on existing job descriptions;
- D. During periods of instruction or training or while demonstrating proper methods or procedures.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by this agreement, the Employer shall have the exclusive right to administer the business of the agency in addition to all other functions and responsibilities required by law. Specifically, the Employer’s exclusive management rights include, but are not limited to, the following:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer’s operations;
- E. To determine the Employer’s organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer’s operations;
- H. To determine the overall methods, process, means or personnel by which the Employer’s operations are to be conducted;

- I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, or promote employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the agency as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

#### **ARTICLE 4** **NO STRIKE/NO LOCKOUT**

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

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer during the term of this agreement.
- B. In any case of any strike or suspension of work not authorized by the Union, its officers, or agents, the Employer agrees that such violation of this agreement shall not cause the Union, its officers, or agents, to be liable for damages, provided the Union complies fully with the following:

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union, upon receipt of notice from the Employer that a violation has occurred, shall immediately provide a written notice (which includes the signature of an authorized representative) to the employees participating in such violation and to the Employer, to the effect that a violation(s) is in progress, and such notice shall instruct employees to immediately return to work. Should the employees fail to comply with such notice, the Employer shall have the option of seeking appropriate legal remedies.

- C. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be disciplined and/or discharged. Such discipline and/or discharge shall be subject

to appeal through the grievance procedure contained herein, initiated at the Executive Director level in the procedure.

**Section 2.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

**Section 3.** Except as specified herein, nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## **ARTICLE 5** **NON-DISCRIMINATION**

**Section 1.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, disability, national origin, marital status, sexual orientation, military status, genetic information, political preference, or membership in lawful organizations. This provision shall not be construed to entitle an employee's "domestic partner" to any benefit(s) not specifically delineated in the agreement as being applicable. The Union shall share equally with the Employer the responsibility for applying this article of the agreement.

**Section 2.** All references to employees in this agreement designate both sexes.

**Section 3.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this agreement.

**Section 4.** The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

## **ARTICLE 6** **CHECK OFF**

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

**Section 2.** The Employer agrees to deduct regular Union membership dues, initiation fees, and assessments from the pay of any employee eligible for membership in the bargaining unit upon

the employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy forwarded to the Payroll Officer. 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 dues are normally deducted by the Employer.

Should an employee elect to join the Union prior to the end of his/her initial probationary period, as defined herein, said employee shall not become a member of the bargaining unit and shall not have access to the grievance procedure contained herein, until such time as the employee completes such probationary period.

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

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

**Section 5.** The Employer shall not be obligated to make 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 claim against the Employer for errors in the processing of deductions, except as provided herein. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

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

**Section 8.** Unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, each eligible employee's written deduction authorization shall be honored by the

Employer. Deductions 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 bargaining unit.

**Section 9.** The Employer agrees to remit a copy of all new Payroll Deduction Authorizations to the Financial Secretary, UAW, Local #2192, 5300 Baumhart Road, Lorain, Ohio 44055.

**Section 10.** The rate at which dues are to be deducted shall be certified to the Executive Director by the Union within thirty (30) days of the ratification of this agreement, and during January of each year thereafter. A one (1) month advance notice must be given to the Payroll Clerk prior to making any changes in an individual's dues deductions.

## **ARTICLE 7** **FAIR SHARE FEE**

**Section 1.** Sixty (60) days following completion of the prescribed probationary period, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee to cover each 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 other 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 in 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. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy, contained herein as Appendix "A."

**Section 2.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings 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.

## **ARTICLE 8** **UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as 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 Employer shall recognize a total of six (6) stewards to be assigned as the Union determines.

**Section 3.** The Union shall furnish the Employer with a written list of names and titles of the Union Chairperson, stewards, alternate stewards, bargaining committee members, alternate bargaining committee members, and the Local Union Election Committee members who will be responsible for conducting Union business, and any changes that occur. Such representatives shall be so designated to the Employer prior to their assumption of such representational duties.

**Section 4.** For the purpose of this article, appropriate Union representation business is defined as:

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

Up to six (6) Union representatives may be in attendance at any meeting between the Union and the Employer as set forth in Subsection "C" of this section. Each representative shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section.

**Section 5.** In addition to the benefits outlined in Section 4 above, the Union is entitled to conduct up to twenty (20) hours of representational business per calendar month during regular agency business hours, subject to the provisions as set forth in this article. Such additional representational time shall be credited to the Union on the first of each calendar month, shall be cumulative from month to month, and shall not exceed a maximum of eighty (80) hours at any time.

**Section 6.** Rules governing the activity of the Union representative are as follows:

- A. The representative must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;
- B. The representative shall identify the reason for the request at the time such request is made;
- C. The representative shall cease such activities immediately upon the reasonable order of the supervisor in the area where activity is being conducted, or upon the reasonable order of the representative's immediate supervisor;
- D. The representative shall not interfere, interrupt, or disrupt the normal work duties of other employees; and

- E. Failure of a representative to comply with the aforementioned rules may result in disciplinary action if it is found that the representative is abusing the rules of this section.

**Section 7.** Before leaving the work assignment to conduct any Union activities, all Union representatives shall be required to complete the Union Representative Time Form. If said forms are completed, the Union representative's time shall be compensable at his/her regular rate of pay. If the forms are not completed, then the representative's time shall not be compensable by the Employer. The operational needs of the Employer shall be considered by the Union when it conducts Union business. However, nothing in this section shall require that any Union business, as defined in Sections 4 and 5, be conducted after normal business hours.

## **ARTICLE 9** **UNION LEAVE**

**Section 1.** The Employer agrees that bargaining unit members who attend conventions or other authorized Union activities may be granted a leave without pay for the purpose of participating in such conventions or other authorized Union activities. If, as a result of such request for leave, the Employer finds it necessary to schedule an extra employee to work or pay an employee overtime to work in the place of the employee requesting Union leave, the Employer shall have the right to deny such request.

**Section 2.** A short-term leave of absence without pay may be available to a maximum of five (5) bargaining unit employees. The length of such leave shall not exceed ten (10) consecutive working days per employee per contract year, to a maximum of fifty (50) days total for the bargaining unit. It is understood that not more than one (1) employee from any supervisory unit (a supervisory unit shall be defined as a group of employees who report to a particular supervisor) shall be granted such leave at any particular time. Time spent on such short-term leave of absence shall be considered as time worked for longevity and/or benefit computation. The Union agrees to give the Employer ten (10) working days advance written notice, whenever possible, of a request for such leave. Whenever the approval of Union leave results in the Employer being required to schedule an extra employee to work, or to pay an employee overtime to work in the place of the employee requesting Union leave, the Employer shall have the right to deny such request.

**Section 3.** A long-term leave of absence without pay of a minimum of sixty (60) days and a maximum of two (2) years will be granted to employees who are appointed to the staff of the International Union. Upon application, additional periods of two (2) years will be granted by the Employer. The time spent on such leaves of absence is to be considered in determining length of service. The Union agrees to give the Employer ten (10) working days advance written notice, whenever possible, of a request for such leave. Upon completion of such leave of absence, the employee will be returned to the classification formerly occupied, or to a similar classification.

**ARTICLE 10**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed to otherwise, bimonthly on a mutually agreeable day and time, the Executive Director and/or his designee and up to four (4) representatives shall meet with the Union Chairperson and up to five (5) representatives to discuss those matters addressed in Section 2. Each party may have up to two (2) additional representatives (employee or non-employee) attend any labor/management meeting with at least twenty-four (24) hours advance notice to the other party.

**Section 2.** Tentative agenda items shall be exchanged between the parties at least forty-eight (48) hours prior to the scheduled meeting, but this shall not be construed as restricting the parties from bringing forward other items deemed appropriate. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer affecting bargaining unit members;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- F. To consider and discuss health and safety matters relating to employees.

**Section 3.** If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

**ARTICLE 11**  
**PERSONNEL RECORDS**

**Section 1.** Upon request to the Executive Director or his designee, an employee shall have the right to inspect his/her personnel file. This inspection shall be conducted in the presence of the Executive Director or his designee. A Union steward may be present, if requested by the employee.

All such requests for appointments must be submitted in advance of the requested viewing date, and appointments will be scheduled with due regard to the operational needs of the agency, as determined by the Employer. The Executive Director or designee shall respond to such request

within one (1) working day of his receipt of said request whenever possible. Such appointments shall be scheduled within ten (10) working days of the Employer's response to said request.

**Section 2.** An employee may compile, date and insert in said record a list of the documents he finds therein and keep a copy of said list. Should said employee object to any of the contents of said file, he may write a rebuttal to such objectionable document(s) and insert such rebuttal into his file.

**Section 3.** An employee who has filed a written grievance may, through written authorization, request that the Union representative be permitted to review his individual personnel record with respect to investigating the grievance. Union representatives shall present the written authorization to the Employer or his designee as a condition of access to the individual's personnel record as provided in Section 1 of this article.

**Section 4.** Employees or their Union representative, as provided for in Section 3 of this article, will be provided a copy of any non-confidential materials contained in their personnel records upon written request and agreement to bear the cost of duplication.

**Section 5.** Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in his personnel record. The signing of such form shall not indicate agreement, only acknowledgment of receipt of a copy. If the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use his refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received by the employee shall be removed from his personnel record upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation and notice of any change in employment status.

**Section 6.** Whenever an external request to review a personnel file is submitted, the employee will be made aware of the request. The employee will be provided with the opportunity to observe but not participate in the meeting conducted to review said file, except in instances where the request has been made by an attorney and/or representative of the media. In those instances, the employee will be afforded the opportunity to appoint a Union representative to observe but not participate in the meeting conducted to review said file, provided that such representative is not the employee whose file is being reviewed. The employee will be provided with a copy of any document that is provided to the requesting party.

## **ARTICLE 12** **CORRECTIVE ACTION**

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

**Section 2.**

- A. Discipline will be applied in a corrective, progressive and uniform manner consistent with the Employer's policy. Should the Employer's policy change during the term of this agreement, the Employer agrees to discuss the affects of said change.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 3.** Records of verbal and written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of suspensions shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

**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.** Employees with alcohol or drug abuse problems are considered as having an illness requiring treatment. The Employer shall assist the employee in dealing with the substance abuse problem by encouraging counseling, therapy, or rehabilitation programs and fully participating in a bona fide rehabilitation program. If the employee does not complete an acceptable bona fide rehabilitation program and provide verification to the Employer of same, such employee may be subject to disciplinary action.

**Section 6. Personal Freedom.** An employee has every right to enjoy a private life, and there shall be no discipline or discrimination placed upon his/her professional employment due to matters that deal with his/her personal life unless such matters adversely impact upon the agency.

**ARTICLE 13**  
**JOB AUDITS**

**Section 1.** Should an employee in the bargaining unit feel that he is not properly classified in accordance with the job classification specification, he may have his position audited upon submitting a request to the Human Resource Manager on the Employer's position audit request form. Upon receiving the request, the Human Resource Manager will sign and date the form to indicate his receipt. A copy of the form will then be made and provided to the employee for his records. The employee shall provide within fourteen (14) calendar days all necessary information requested by the Manager regarding the job audit. The audit will be based on the duties of the employee at the time of the request.

**Section 2.** Within forty-five (45) days of the employee's job audit request, the Human Resources Manager shall determine and notify the employee and the Union if the employee should be

reclassified. Employees reclassified to a position assigned to a higher salary schedule shall be placed at the minimum for the new pay schedule or receive a three percent (3%) increase to their existing rate, whichever is greater. Employees reclassified to a position assigned to a lower salary schedule shall be placed at the maximum in the new pay schedule or receive a three percent (3%) reduction to their existing rate, whichever is lesser. Salary adjustments resulting from a reclassification shall become effective at the beginning of the first pay period following the date of determination by the Human Resources Manager.

However, any employee reclassified to a position assigned to a higher salary schedule will also receive a lump sum payment equal to the difference between the amount the employee actually received and the amount he would have received if his reclassification had been approved on the date the job audit request was received by the Human Resources Manager. Such payment will be considered earnable salary for PERS purposes and will be subject to all applicable deductions.

**Section 3.** Grievance(s) filed pursuant to this article shall be submitted at the Executive Director level of the grievance procedure.

## **ARTICLE 14** **GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

**Section 2.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the 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 provisions of the federal and/or state laws and/or by the United States or Ohio constitutions.

**Section 3.** A grievance, under this procedure, may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, the steward will process the grievance and each employee desiring to be included shall sign the grievance.

**Section 4.** All grievances must be processed at the proper step in the progression in order to be considered in the subsequent step, unless the parties mutually agree otherwise. Any employee may withdraw a grievance without prejudice at any point by submitting in writing a statement to that effect, or by permitting the time requirement to lapse 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. All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

“Days” as used in this article means Monday through Friday, excluding all holidays identified in Article 15 of the agreement.

**Section 5.** The written grievance shall state on the grievance form, among other things, the specific articles and sections of the agreement alleged to have been violated, an explanation of the facts, and the remedy requested to resolve the grievance.

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

**Step 1 - Informal Step**

Within five (5) days after the aggrieved person knew or reasonably should have known of the act, event, or condition on which a grievance is based, the aggrieved person shall discuss the complaint with the employee’s immediate supervisor with the objective of resolving the matter informally at that level. The aggrieved person may request that their steward be present during the discussion. The immediate supervisor shall respond to the aggrieved person within three (3) days of the informal discussion.

**Step 2 - Manager**

If the problem is not resolved informally, the steward shall reduce the grievance to writing and the aggrieved person may present the written grievance to the appropriate manager no later than five (5) working days after the aggrieved person has received a response at the informal level. Within five (5) working days after the filing of the grievance, the manager or designee shall schedule a meeting with the aggrieved person, and if the person elects, his steward, to discuss the grievance and attempt to resolve it. Within five (5) working days after the meeting, the manager shall provide the aggrieved person and the steward with a written response to the grievance.

**Step 3 - Executive Director**

If the grievance is not resolved at Step 2, the employee with the appropriate steward shall within five (5) working days after receiving the Step 2 reply refer the grievance to the Executive Director or his designee. The Executive Director or his designee shall have five (5) working days in which to schedule a meeting with the grievant, his representative, and the International Representative, and respond in writing within five (5) working days.

**Step 4 - Intent to Arbitrate**

If the grievance is not satisfactorily resolved at Step 3, the Union will notify the Executive Director within ten (10) days that the grievance will be submitted to arbitration.

- A. The arbitrator shall be mutually selected by the parties within seven (7) working days after notice of arbitration has been submitted. If the parties fail to select an arbitrator, the FMCS shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Union and the Employer shall have the right to strike three (3) names from the panel. The Union and the Employer shall on alternate grievances strike

the first name, and the process will alternate for subsequent grievances. Either party may reject three (3) lists. The cost of additional lists shall be borne by the party who rejected the list.

- B. If either party elects to receive a panel of arbitrators from the American Arbitration Association (AAA) instead of FMCS, as outlined in "A" above, the requesting party will notify the other once the parties have failed in their efforts to select an arbitrator and prior to either or both parties requesting a panel from the FMCS. The AAA panel will consist of fifteen (15) arbitrators and the cost of the panel will be paid by the party requesting the panel. Once the AAA submits the panel of arbitrators to the parties, each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.
- C. The arbitrator shall have no power to add to, subtract from, or modify any terms of this agreement.
- D. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- E. The arbitrator's decision shall be final and binding to the Union, all bargaining unit employees, and the Employer.
- F. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
- G. The expense of the arbitrator's fees and services shall be borne by the losing party. In the event there is no clear cut winner or loser, expenses shall be borne equally. In the case of an arbitration involving disciplinary action, the parties will split the expense of the arbitrator.

Each party will be responsible for compensating its own representatives and witnesses who are non-employees of the Board.

**Section 7.** The grievant and steward(s) will be granted leave with pay to attend arbitration hearings. The Union reserves the right to have an International Union UAW representative at arbitration hearings.

**Section 8.** By mutual agreement, all time specifications in the grievance procedure may be extended. If the Board fails to answer a grievance within the time specified, the grievance may be advanced to the next step of the procedure. If the Union fails to advance a grievance in the time specified, the last answer received will stand.

**Section 9.** If an employee desires to represent himself, the Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present. If the employee represents himself, no adjustment to the grievance shall be inconsistent

with the terms of the collective bargaining agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

**Section 10.** Grievances which affect the entire bargaining unit may be filed at Step 3 of the grievance procedure. Grievances concerning disciplinary action may be filed at the level at which the disciplinary action was generated.

**Section 11.** The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes between the Employer and the bargaining unit employees and the Union.

**ARTICLE 15**  
**PROBATIONARY PERIOD**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be:

<b><u>Classification</u></b>	<b><u>Length of Probation Period</u></b>
Caseworker Level 1	180 calendar days
Caseworker Level 2	180 calendar days
Caseworker Level 3	180 calendar days
Caseworker Level 4	180 calendar days
Account Clerk	120 calendar days
Data Analyst	120 calendar days
Intake Specialist	90 calendar days
Clerk	90 calendar days
Receptionist	90 calendar days
Typist	90 calendar days
Secretary	90 calendar days
Case Aide	90 calendar days

\*Notwithstanding the above, a newly hired Caseworker with recent work experience of two (2) years or more as a Caseworker at another public children services agency within the state of Ohio will serve a reduced initial probationary period of ninety-five (95) calendar days. "Recent work experience" as used herein shall mean work experience within the twelve (12) month period preceding the date of hire.

A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee

shall begin on the effective date of the promotion. The length of the probationary period shall be in accordance with the schedule in Section 1 herein.

**Section 3.** Part-time employees shall be required to complete a probationary period of one hundred and twenty-eight (128) working days for Caseworker positions and ninety (90) working days for all other classifications, to begin on the first day for which such employee receives compensation from the Employer.

**Section 4.** The Employer will conduct at least one performance evaluation in the third quarter of each employee's new hire or promotional probationary period to measure the employee's fitness to continue in the position. Nothing herein shall be construed as preventing the Employer from evaluating an employee at any time. Should a newly hired employee be determined by the Employer to be unfit for the position, he shall be terminated according to the provisions of Section 1 above. In the event a newly promoted employee is determined to be unfit for his new position, as determined by the Employer, said employee shall be returned to his former classification.

**Section 5.** The Employer retains the right to extend, for a period not to exceed ninety (90) days, a probationary period for any newly hired or promoted employee, provided said employee is required to serve a probationary period in excess of ninety (90) days.

## **ARTICLE 16** **HOLIDAYS**

**Section 1.** Employees will be entitled to the following paid holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>

**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. The only exception is if Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day fall on a weekend, the holiday schedule will be arranged to provide the employees with a four (4) day weekend.

**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 it is observed.

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

**Section 5.** 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. However, in order to be eligible for compensation for a recognized holiday, the employee must be in active pay status on the scheduled day before and after such recognized holiday.

## **ARTICLE 17** **SICK LEAVE**

**Section 1.** Each full-time employee shall accumulate eleven (11) days of sick leave per contract year. Said leave shall be earned by all employees at the rate of .0423 hours for each hour of service in an active pay status, including vacation and sick leave, but not during periods of leave of absence or layoff. Unused sick leave shall accumulate without limit.

**Section 2. Retention of Sick Leave.** An employee who transfers from another public agency to Lorain County, or has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by Lorain County, except that deduction shall be made for any payment or credit by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Lorain County, provided that such re-employment in Lorain County takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee shall be required to use accumulated vacation, compensatory time, or personal days.

### **Section 4. Uses of Sick Leave.**

- A. Sick leave will be granted to an employee for the following reasons:
1. Illness or injury of the employee or a member of his immediate family;
  2. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days);

3. Medical, dental, or optical examination or treatment of an employee or a member of his immediate family, which reasonably requires the attendance of the employee;
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee or when, through the exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
  5. Pregnancy and/or childbirth and other conditions related thereto, inclusive of leave for male employees for the care of spouse/family during the post-natal period as certified by a physician;
  6. A maximum of two (2) working days to attend funerals and funeral related business for a member of the extended family.
- B. For the purpose of this article, immediate family shall include: 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, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or other person residing in the employee's household.
- C. For the purpose of this article, extended family shall include: step-parent, step-sibling, great-grandparent, aunt, uncle, niece, and nephew.

**Section 5. Evidence Required For Sick Leave Usage.** The Employer will require an employee to make a notation on his time card/time record explaining the reason for the sick leave (see Section 4 [A]) and may require an explanation of the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**Section 6. Notification by Employee.** When an employee is unable to report to work, he shall call the designated telephone line (main line receptionist) no later than 8:30 a.m. of each day he is scheduled to report to work, unless emergency conditions make it impossible. The employee will advise the receptionist of the date of absence, the anticipated duration of the absence, and the employee's schedule for the day (e.g., appointments, court appearances, etc.).

**Section 7. Physician's Statement.** If medical attention other than routine examination is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee has been released to return to work. 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. For absences other than bereavement leave that exceed four (4) consecutive calendar days, the employee may be required to submit a physician's statement certifying his/her physical and/or mental capacity to return to work.

**Section 8. Sick Time Pay-Out.** A bargaining unit employee with five (5) or more years of service under the Public Employees' Retirement System (PERS) shall, upon retirement or separation, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave, except when the Employer has just cause for removal. An employee hired after April 1, 2007, with five (5) or more years of service shall, upon retirement or separation, be eligible to cash out a maximum of two hundred and fifty (250) hours of sick leave, except when the Employer has just cause for removal.

## **ARTICLE 18** **PERSONAL DAYS**

**Section 1.** Full-time employees shall be entitled to four (4) personal days (thirty-two [32] hours) per contract year. Such personal days shall be credited to each bargaining unit member who is in an active pay status at the beginning of each contract year. A new employee shall be entitled to one (1) personal day per quarter, provided he is employed on the first day of the quarter.

**Section 2.** If an employee fails to utilize a personal day identified in Section 1 prior to March 31st of any year, such time shall be converted to the employee's accumulated sick leave balance.

**Section 3.** Personal days shall be scheduled a minimum of twenty-four (24) hours in advance with the immediate supervisor and shall be taken in a minimum increment of eight (8) hours. Provided there is no negative impact upon operations or services, the supervisor may waive the minimum twenty-four (24) hour notice.

## **ARTICLE 19** **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 leave may not be renewed or extended beyond six (6) months. Employees shall utilize all available accumulated vacation, compensatory time, or personal time prior to requesting a personal leave of absence. The granting of any leave of absence without pay is subject to approval by the Employer. A requesting employee shall submit such request at least thirty (30) days in advance of the requested leave, unless emergency conditions make such advance notification impossible. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position. Any replacement in the position while an employee is on leave will be hired on an interim basis, not to exceed six (6) months, and will be relieved of such interim duties upon the reinstatement of the employee from leave. The relieved employee will be considered for other vacancies.

**Section 2.** 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.

**Section 3.** A physically or mentally incapacitated employee who has exhausted all available paid leaves (sick, vacation, personal days), and for whom a voluntary reduction 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 Human Resource Manager 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 Human Resource Manager 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 Human Resource Manager'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 releases the employee as medically able to return to work.

**Section 4.** The Human Resource Manager may deny requests for disability leave. Whenever this occurs, the Employer will require the employee to submit to an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the essential functions of his position. The cost of such examination shall be paid by the Employer.

**Section 5.** 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. 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 an interim basis, and such employee will be made fully aware of its interim nature. An employee given a disability separation shall have the right to reinstatement to the same or similar classification within three (3) years of the date of disability leave. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the employee and the Employer. The third physician's decision regarding the ability of the employee to perform the essential functions of the position shall be final and binding on both parties. The services of the third physician shall be paid by the employee and the Employer.

**Section 6.** If it is found that leave is not actually being used for the purpose for which it was granted, the employee shall be terminated. An employee may return to work before the

scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

**Section 7.** Periods of time spent on leave of absence shall not be considered breaks in service in accordance with Article 25.

## **ARTICLE 20** **COURT LEAVE**

**Section 1.** The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside the 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, child custody, juvenile, etc. Employees shall be required to utilize vacation leave or compensatory time for such personal matters. If no vacation leave or compensatory time is available, leave without pay shall be granted.

**Section 3.** It is understood that an employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours, and providing such remaining hours shall enable the employee to work a minimum of three (3) hours following his return to the agency.

## **ARTICLE 21** **MILITARY LEAVE**

**Section 1.** All employees of the Employer who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

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

**Section 3.** Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to

perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

**Section 4.** The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

**Section 5.** Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so on the part of the employee may result in disciplinary action.

**Section 6.** A "permanent public employee" as defined in ORC 5923.05 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

**Section 7.** An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

**Section 8.** An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

**Section 9.** A veteran separated or discharged under honorable conditions must make application to re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years, or any other period required by law. The following procedures apply:

- A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the Employer.
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.

- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
  - 1. Sick Leave - that amount which had been accumulated at the time of entering service.
  - 2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
  - 3. Automatic Salary Adjustment (step increases where applicable).
  - 4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

**ARTICLE 22**  
**EDUCATIONAL LEAVE**

**Section 1.** Educational leave shall be granted to an employee in accordance with the Employer's policy. Should additional educational opportunities develop, as the result of funding provided through applicable legislation, the Employer shall meet with the Union to discuss the basis upon which such additional leave may be granted.

**Section 2.** Bargaining unit employees who are attending graduate school under the Employer's master degree program may be eligible to have vacation leave recredited.

In January of each contract year the Employer will review participation in training programs. If the employee utilized any graduate school attendance to fulfill the ODHS annual training requirement, the employee's vacation balance will be recredited for an amount equal to the number of hours of vacation utilized to attend graduate school classes.

**ARTICLE 23**  
**BUILDING CLOSINGS**

**Section 1.** Should the Employer close the agency office or any of its facilities due to an emergency, an employee who is scheduled to work on such day in the office or facility that is closed shall receive his regular straight time compensation for such day, or appropriate portion thereof.

**Section 2.** Should the agency office or any of its facilities remain open during periods of inclement weather, but an employee is unable to report to work as a result of adverse weather conditions, such employee shall have the option to use vacation leave in accordance with Article 24, accumulated compensatory leave in accordance with Article 28, or personal leave in accordance with Article 18.

## **ARTICLE 24** **VACATION**

**Section 1.** The amount of vacation leave to which an employee is entitled is based upon his length of service. Full-time employees are entitled to forty (40) hours vacation leave with pay after six (6) months of continuous employment with the Employer. An employee who is terminated from employment with the Employer prior to six (6) months of continuous employment shall not be entitled to vacation leave.

**Section 2.** In addition to vacation benefits outlined in Section 1, an employee is entitled to forty (40) hours vacation leave with pay after one (1) year of continuous employment with the Employer. An employee who is terminated from service after six (6) months, but less than one (1) year of continuous employment with the Employer, shall not be entitled to such additional vacation leave.

**Section 3.** A full-time employee shall accrue and be entitled to take vacation leave with pay for time beyond that provided in Sections 1 and 2, in accordance with the schedules outlined in Appendix B. The Employer hereby agrees that such schedules shall not be changed, altered, or amended for the duration of this agreement.

**Section 4.** Employees shall be entitled to, or shall retain, vacation service credit or prior service credit for tenure with any other governmental unit or political subdivision of the State of Ohio. However, an employee who is hired with less than one (1) year of prior service credit shall not be credited with such prior service time until he has completed one (1) year of continuous service with the Employer. An employee with prior service time in excess of one (1) year at the time of his hire may accrue and use vacation leave from his date of hire with the Employer, in accordance with the appropriate amount of his prior service credit and the schedules referred to in Section 3.

**Section 5.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed six (6) months of continuous service with the Employer, except as provided in Section 4. Years of service shall run from an employee's anniversary date of employment to the next anniversary date, unless his continuous employment with the Employer (as defined in Article 24, Seniority) has been broken.

**Section 6.** Vacations will be scheduled in minimum increments of one-half (1/2) hour, in accordance with the operational needs of the agency. The following procedures shall be followed regarding the scheduling of vacation leave:

- A. Employees shall be required to submit a written request for vacation leave of over five (5) days a minimum of thirty (30) days prior to the scheduled beginning of such vacation leave.

Vacation leave requests for periods of more than two (2) and not exceeding five (5) days shall be submitted, in writing, a minimum of one (1) week prior to the scheduled beginning of such vacation leave. Vacation leave requests for periods of up to two (2) days may be requested orally at any time prior to the scheduled beginning of such vacation.

- B. All such vacation leave requests shall be made to the employee's immediate supervisor. The Employer may, at his discretion, waive any of these advance scheduling requirements.
- C. Once an employee has scheduled a vacation, such employee shall not be "bumped" for such scheduled time by a senior requesting employee.

**Section 7.** An employee wishing to change his/her scheduled vacation shall give the Employer one (1) week advance written notice. All changes in schedule shall be on a "first come, first served" basis for those unscheduled and available weeks remaining. An employee requesting vacation time on a "first come, first served" basis shall make his request in accordance with this article. The Employer may waive or amend the advance notification requirements, if a requesting employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requested, if the operational needs of the agency so mandate.

The Employer will notify employees requesting vacation on a "first come, first served" basis, within two (2) working days of their request, if it is approved or denied.

**Section 8.** Generally, vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The Employer may permit an employee to carry over vacation from year to year. However, any such employee may not retain such accumulated time which is in excess of three (3) years. Employees who, upon ratification of this agreement, have accumulations of vacation time, shall not forfeit such accumulated time, except as outlined below.

**Section 9.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of an accrual for three (3) years. Such excess leave shall be eliminated from an employee's leave balance, and the employee shall be notified in writing by the Employer of his available vacation leave balance at least twice annually.

**Section 10.** Days specified as holidays in this agreement shall not be charged to an employee's vacation leave. Compensated time off and sick leave time shall not be charged to an employee's vacation time.

**Section 11.** 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, for up to three (3) years immediately preceding the last anniversary date of employment.

**Section 12.** In the case of the death of an employee, unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his estate in the same manner identified in Section 11 herein.

**Section 13.** Part-time employees shall earn vacation credit on a prorated basis in the same manner as full-time employees.

## **ARTICLE 25** **SENIORITY**

**Section 1.** “Seniority” will be computed on the basis of uninterrupted length of continuous service with the Employer in a bargaining unit position. A termination of employment lasting less than thirty-one (31) days will not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. Part-time employees shall accrue seniority on a prorated basis based upon 2,080 hours worked per year.

Notwithstanding the above, an employee who accepts a promotion or transfers out of the bargaining unit shall have continuous service broken and shall cease to accumulate seniority on the date that he completes his probationary period for the new non-bargaining unit position. If said employee returns to the bargaining unit after completing his non-bargaining unit probationary period, his seniority date shall be established as the date of return.

In the event two (2) or more employees have the same date of hire, the tie will be broken based upon the last four (4) digits of the social security number with the highest number being ranked highest in seniority.

**Section 2.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. An approved leave may include the following: education, FMLA, disability, sick, military, and court leave.

**Section 3.** Employees with more than two (2) years of seniority who are laid off shall retain their seniority for a period of four (4) years from the date of layoff. All other employees covered by this agreement will, when laid off, retain recall rights for one (1) year from the date of layoff.

**Section 4.** Upon completion of an employee’s probationary period, as set forth in this agreement, the employee will be placed on the bargaining unit seniority list and will be immediately credited with seniority from his date of hire.

**Section 5.** An employee will lose his seniority and shall cease to have employment rights upon (a) retirement, (b) resignation, (c) termination for just cause, (d) being absent without a reasonable excuse for three (3) consecutive work days without notifying the Employer of the reason for his absence, and (e) not returning to work upon a recall from layoff within the time frame set forth in Article 26, Layoff and Recall.

## **ARTICLE 26** **LAYOFF AND RECALL**

**Section 1.** A layoff shall only result from a lack of work, lack of funds, or job abolishment.

**Section 2.** When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employee twenty (20) working days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any layoff as soon as possible. The Employer agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 3.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. A senior employee who is laid off may first elect to bump into any vacant position, or should the vacant position(s) be filled by other bumping employees, the employee shall then displace the employee in the same classification with the least agency seniority. Should there not be an opportunity to bump within the employee's classification, the employee may displace the least senior employee in a lower pay grade position, provided that the employee meets the established minimum qualifications for the position and no additional training is required. For purposes of this section, a short orientation period of one (1) week or less shall not be considered as additional training.

**Section 4.** Employees who are laid off shall be placed on a recall list for a period consistent with the provisions of Article 25, Seniority. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new employees will be hired by the Employer into a classification(s) affected by a layoff while there are employees on the recall list for that classification(s). An employee who is on a recall list shall be given first consideration for vacancies that occur, provided they are qualified to perform the work.

**Section 5.** Notice of recall from a long-term layoff shall be sent to the employee by certified mail. The Union Chairperson will be provided with a copy of the notice of recall. Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** In the case of a long-term layoff, the recalled employee shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) working days from the receipt, or attempted delivery, of the recall notice in which to report for duty, unless a different date for returning to work in otherwise specified in the notice.

**Section 7.** . In the event two (2) or more employees have the same date of hire, the tie will be broken based upon the last four (4) digits of the social security number with the highest number being ranked highest in seniority.

**Section 8. Attrition.** To the greatest extent practicable and consistent with the operational needs of the Board, if a reduction is necessary, the Employer shall attempt to minimize the impact on bargaining unit members by not filling vacancies created by employees in bargaining unit positions who have died, resigned, have been granted leaves of absence, retired, or who otherwise have left the employ of the Board, rather than by layoffs.

**Section 9.** For the purposes of layoff and recall only, the Union stewards and bargaining committee members shall head the seniority list within the area they represent.

The Union Chairperson shall head the seniority list of the bargaining unit.

## **ARTICLE 27** **VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, and any new positions established hereafter which will be covered by this agreement, will be filled in accordance with this agreement.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy will be posted on the employees' bulletin board for ten (10) working days. Anyone wishing to apply for the vacant position shall do so by submitting a written letter of interest to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date, or if the employee does not meet the minimum qualifications for the job. A representative of the Union may submit an application for those absent for any reason during the posting period.

No employee shall be considered if any of the following exist:

- A. The employee is on probation;
- B. The employee has had a classification transfer in the last twelve (12) months;
- C. The employee has an attendance problem that he/she has been put on notice about;
- D. The employee is currently working under a performance improvement plan;
- E. The employee has an active disciplinary action in his/her file. (In the case of a verbal warning, only those issued during the last six [6] months shall apply.)

**Section 3.** Letters of interest will be considered filed timely provided they are received or postmarked no later than the closing date listed on the posting. All timely filed letters of interest will be reviewed considering the following criteria: qualifications, experience, education, and

performance record. Among those that are determined to be equally qualified, the position shall be awarded to the applicant with the most seniority. If there are no bidders on the job, the job may be filled by hiring a new employee.

**Section 4.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, i.e., for no more than twenty-six (26) weeks.

**Section 5.** The term “promotion,” for purposes of this agreement, will mean the act of placing an individual in a position within the bargaining unit or out of the bargaining unit which carries a higher salary range than that previously held.

**Section 6.** After the ten (10) working day period of the notice referenced in Section 2 above, the Employer agrees to conduct interviews with all qualified internal applicants within ten (10) additional working days, as follows:

The first to be interviewed, in order of experience, will be those applicants who meet the preferred qualifications. If the vacant position is not filled in this manner, the next to be interviewed, in order of experience, will be those applicants who meet the minimum qualifications.

After the interview process has been completed, all interviewed employees will be notified, in writing, within five (5) working days, whether they will or will not be awarded the vacant position. Those qualified internal applicants who were not interviewed will also be notified that the vacancy has been filled. The employee awarded the vacant position will be moved into such position within twenty (20) working days after his notification. After the position is awarded, the Employer agrees to inform the Union, in writing, who was interviewed and who was awarded the position.

**Section 7.** A caseworker who separates from the agency in good standing will be eligible to be reemployed by the agency with no requirement to possess a master’s degree in social work provided such reemployment takes place within five (5) years of the date of separation.

**Section 8.** Caseworkers with ten (10) or more years of continuous service with the agency will be considered as equivalent to a Caseworker possessing an MSW with regard to the ability to transfer from one (1) unit to another unit.

## **ARTICLE 28** **HOURS OF WORK**

**Section 1.** The standard work period for all full-time bargaining unit employees shall be forty (40) hours. The work period for all such employees shall begin at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday.

**Section 2.** Each full-time employee shall be entitled to a one-half hour (1/2) unpaid lunch. Actual work hours for all full-time employees shall be forty (40) hours in a standard work period.

**Section 3.** Notwithstanding any other provisions of this article, an employee is expected to take his lunch during each work day, unless otherwise approved by his supervisor.

**Section 4.** Bargaining unit employees shall normally receive, for hours worked in excess of forty (40) hours in a work week, payment in cash at the rate of one and one-half (1 1/2) times their regular straight time hourly rate for such excess hours of work.

**Section 5.** Employees may choose to earn compensatory time in lieu of cash payment when they work in excess of forty (40) hours in a work week. Such FLSA compensatory time will be earned at the rate of one and one-half (1 1/2) hour for each FLSA overtime hour worked. Employees shall be prohibited from accumulating in excess of sixty (60) hours of said time. The employee must notify the Employer within the pay period that the overtime is worked if he chooses to earn FLSA compensatory time in lieu of cash payment. The use of compensatory time will be scheduled at a time mutually agreed upon between the immediate supervisor and employee.

**Section 6.** Bargaining unit employees who receive authorization to utilize compensatory time for an entire work day shall expend a total of eight (8) hours of compensatory time.

**Section 7.** Employees may combine vacation, compensatory and/or sick leave, with prior approval of the supervisor as contained herein.

**Section 8.** "Flexible hours" shall be defined as an adjustment to the starting and ending time of an employee's work day, to accommodate a forty (40) hour work week, as fully described in Section 1. All employees in the bargaining unit shall be allowed to utilize flexible hours upon the approval of the supervisor.

**Section 9.** Bargaining unit employees designated by the Employer to be in "on call" status shall receive two dollars and fifty cents (\$2.50) per hour for hours "on call."

Non-probationary Caseworkers shall be subject to being "on call" during the course of the calendar year and shall be required to carry a cell phone beyond normal business hours in order to respond to calls/emergencies occurring outside of normal office hours.

An "on call" week shall be an established period of seven (7) consecutive calendar days. In December of the preceding calendar year employees will be able to voluntarily sign up for "on call" weeks by seniority, most senior selecting first and rotating down to the least senior. Weeks may be split between Caseworkers as long as coverage is assured and supervisors are appropriately informed. Any weeks remaining unfilled after the voluntary sign-up will be assigned based upon inverse seniority, least senior assigned first and rotating up to the most senior.

Employees may trade on call weeks by mutual written agreement and advance notice of at least forty-eight (48) hours to the appropriate supervisor(s). The employee accepting the trade shall be responsible for coverage for that "on call" week.

Employees may not volunteer/trade/work “on call” more than two (2) consecutive weeks in a row without supervisor approval.

**Section 10.** The Employer will attempt, whenever possible, to maintain a standardized work schedule for every classification. In the event the Employer determines that a permanent change in schedule is necessary, such change will be posted fourteen (14) days prior to the effective date of the change. The Employer agrees to meet with the Union to discuss the impact of permanent schedule changes.

## **ARTICLE 29** **EXPENSE REIMBURSEMENT**

**Section 1.** Employees who are required to utilize their personal vehicles in the performance of their job will be reimbursed for approved mileage in accordance with the current policy established by the Board of County Commissioners.

The Employer will provide forms for certifying mileage. Such forms are to be completed by the employee and submitted monthly in accordance with agency policy and procedures.

**Section 2.** The cost of meals shall be reimbursed when the employee is required by the Employer to travel outside Lorain County on agency business. The cost of all meals shall not exceed the amount identified in the current agency travel procedure.

Reasonable costs for parking, tolls, etc., will be reimbursed by the Employer when the employee is required to incur such costs in the performance of his job duties.

Reasonable costs for overnight lodging will be reimbursed by the Employer with prior approval by the Executive Director or his designee.

**Section 3.** All expense reimbursements identified herein shall be paid by warrant of the County Auditor in accordance with the policies and procedures of the Auditor’s Office.

## **ARTICLE 30** **HEALTH CARE INSURANCE**

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

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

**Section 3.** Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage

programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

**Section 4.** Effective April 1, 2004, and for the duration of the agreement, the parties will contribute to the cost of the health care coverage outlined in Section 1 as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	90%	10%
Single Plan	90%	10%

**Section 5.** The employee shall be required to contribute, through payroll deduction, any amount in excess of the Employer contribution amounts identified in this article.

**Section 6.** Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage. 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 31** **PROFESSIONAL LIABILITY**

**Section 1.** The Employer shall provide professional liability insurance coverage for all bargaining unit employees. Such coverage shall be in the amount of one million dollars (\$1,000,000).

**Section 2.** In the event that such insurance coverage is not available to the Employer upon terms and conditions satisfactory to the Employer, the Employer shall indemnify an employee for reasonable expenses incurred by him in defending civil legal proceedings, provided that any such action is based upon allegation(s) that:

- A. the employee was acting in a matter which the Employer had an interest;
- B. the employee was acting in discharge of a duty imposed or authorized by law and in accord with the employee's duties or in accord with the directive of a superior; and
- C. the employee was acting in good faith.

**Section 3.** The Employer shall reimburse or pay a judgment or settlement sum in an action based upon aforesaid allegations, provided that the Board of County Commissioners or a court of competent jurisdiction finds and determines that such damages are compensatory in nature

provided, however, that the Employer shall also reimburse, pay penalties, and/or damages if they are not the fault of the employee and the conditions outlined in Section 2 of this article have been met. (The decision of the Board of County Commissioners shall be final and shall not be appealable under the grievance procedure of this agreement. Decisions of the Board of County Commissioners with regard to this matter shall be appealable to the appropriate judicial authority.)

**Section 4.** The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union, nor shall such failure be considered a breach by the Employer or Union of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

**ARTICLE 32**  
**WAGES**

**Section 1.** Bargaining unit employees shall be assigned to pay ranges in accordance with the following:

<b><u>Pay Range</u></b>	<b><u>Classification</u></b>
1A	No Class Currently Assigned
1B	No Class Currently Assigned
1C	No Class Currently Assigned
2A	No Class Currently Assigned
2B	No Class Currently Assigned
2C	No Class Currently Assigned
3A	Clerk and Typist
3B	Clerk or Typist with an Associate's Degree in a job-related discipline, as determined by the Employer
3C	Clerk or Typist with a Bachelor's Degree in a job-related discipline, as determined by the Employer
4A	Secretary 3

- 4B Secretary 3 with an Associate's Degree in a job-related discipline, as determined by the Employer.
- 4C Secretary 3 with a Bachelor's Degree in a job-related discipline, as determined by the Employer.
- 4.5A Account Clerk, Case Aide, Data Analyst, Intake Specialist, Receptionist
- 4.5B Account Clerk, Case Aide, Data Analyst, Intake Specialist, and Receptionist with an Associate's Degree in a job-related discipline, as determined by the Employer.
- 4.5C Account Clerk, Case Aide, Data Analyst, Intake Specialist, and Receptionist with a Bachelor's Degree in a job-related discipline, as determined by the Employer.
- 5A Caseworker (Level 1) (Bachelor's Degree in a discipline other than social work)
- 5B Caseworker (Level 2) (Bachelor's Degree in social work, LSW, Master's Degree in a Behavioral Health Science, or five [5] years of service as a caseworker with Lorain County CSB)
- 5C Caseworker (Level 3) (Master's Degree in Social Work)
- 5D Caseworker (Level 4) (L.I.S.W.)

**Section 2.** New employees hired after the execution of this contract with assigned service years in excess of five (5) years will be placed at Step 5.

**Section 3.** For the duration of this agreement, the following pay ranges will be effective:

Effective with the first full pay period following ratification of this agreement the wage schedule will be increased by seventy-four cents (\$ .74) per hour and shall be as set forth below. Employees who are actively employed as of July 28, 2013, and at a rate between Step 5 and the maximum, shall receive up to a seventy-four cent (\$.74) per hour increase, not to exceed the maximum.

2013	First pay	period	after	ratification			\$0.74
Range	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
1A	15.51	15.71	15.91	16.13	16.34	16.57	17.93
1B	15.91	16.12	16.33	16.56	16.78	17.02	18.45
1C	16.30	16.52	16.74	16.98	17.22	17.47	18.96.

2A	16.05	16.27	16.49	16.72	16.95	17.19	18.67
2B	16.47	16.70	16.94	17.18	17.42	17.67	19.22
2C	16.90	17.14	17.38	17.63	17.89	18.15	19.78
3A	16.76	17.00	17.24	17.49	17.75	18.02	19.64
3B	17.22	17.47	17.72	17.99	18.26	18.54	20.24
3C	17.68	17.94	18.21	18.48	18.77	19.06	20.85
4A	17.20	17.45	17.71	17.97	18.25	18.53	20.67
4B	17.68	17.94	18.22	18.49	18.78	19.08	21.32
4C	18.16	18.44	18.72	19.01	19.32	19.62	21.98
4.5A	18.00	18.27	18.56	18.85	19.15	19.45	21.81
4.5B	18.52	18.80	19.11	19.41	19.73	20.04	22.52
4.5C	19.04	19.34	19.66	19.98	20.31	20.64	23.23
5A	19.92	20.24	20.59	20.94	21.30	21.67	24.52
5B	20.80	21.16	21.53	21.91	22.30	22.70	25.77
5C	23.72	24.15	24.60	25.05	25.53	26.01	29.71
5D	25.63	26.10	26.60	27.09	27.79	28.15	32.22

(3% equivalent)

Effective with the first full pay period of April 2014, the wage schedule shall be increased by two and one-half percent (2.5%) and shall be as set forth below; employees who are actively employed and at a rate between Step 5 and the maximum shall receive up to a two and one-half percent (2.5%) increase, not to exceed the maximum.

<b>2014</b>	<b>First</b>	<b>pay</b>	<b>period</b>	<b>of</b>	<b>April</b>		<b>2.50%</b>
<b>Range</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Maximum</b>
1A	15.90	16.10	16.31	16.53	16.75	16.98	18.38
1B	16.31	16.52	16.74	16.97	17.20	17.45	18.91
1C	16.71	16.93	17.16	17.40	17.65	17.91	19.43
2A	16.45	16.68	16.90	17.14	17.37	17.62	19.14
2B	16.88	17.12	17.36	17.61	17.86	18.11	19.70
2C	17.32	17.57	17.81	18.07	18.34	18.60	20.27
3A	17.18	17.43	17.67	17.93	18.19	18.47	20.13
3B	17.65	17.91	18.16	18.44	18.72	19.00	20.75
3C	18.12	18.39	18.67	18.94	19.24	19.54	21.37
4A	17.63	17.89	18.15	18.42	18.71	18.99	21.19
4B	18.12	18.39	18.68	18.95	19.25	19.56	21.85
4C	18.61	18.90	19.19	19.49	19.80	20.11	22.53
4.5A	18.45	18.73	19.02	19.32	19.63	19.94	22.36

4.5B	18.98	19.27	19.59	19.90	20.22	20.54	23.08
4.5C	19.52	19.82	20.15	20.48	20.82	21.16	23.81
5A	20.42	20.75	21.10	21.46	21.83	22.21	25.13
5B	21.32	21.69	22.07	22.46	22.86	23.27	26.41
5C	24.31	24.75	25.22	25.68	26.17	26.66	30.45
5D	26.27	26.75	27.27	27.77	28.48	28.85	33.03

Effective with the first full pay period of April 2015, the wage schedule shall be increased by two and one-quarter percent (2.25%) and shall be as set forth below; employees who are actively employed and at a rate between Step 5 and the maximum shall receive up to a two and one-quarter percent (2.25%) increase, not to exceed the maximum.

2015	First	pay	period	of	April		2.25%
Range	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
1A	16.26	16.47	16.67	16.91	17.13	17.37	18.79
1B	16.67	16.89	17.11	17.36	17.59	17.84	19.34
1C	17.08	17.31	17.54	17.80	18.05	18.31	19.87
2A	16.82	17.05	17.28	17.52	17.76	18.02	19.57
2B	17.26	17.50	17.75	18.01	18.26	18.52	20.14
2C	17.71	17.96	18.22	18.48	18.75	19.02	20.73
3A	17.57	17.82	18.07	18.33	18.60	18.89	20.58
3B	18.05	18.31	18.57	18.85	19.14	19.43	21.21
3C	18.53	18.80	19.09	19.37	19.67	19.98	21.85
4A	18.03	18.29	18.56	18.83	19.13	19.42	21.66
4B	18.53	18.80	19.10	19.38	19.68	20.00	22.34
4C	19.03	19.33	19.62	19.92	20.25	20.56	23.04
4.5A	18.87	19.15	19.45	19.76	20.07	20.38	22.86
4.5B	19.41	19.70	20.03	20.34	20.68	21.00	23.60
4.5C	19.96	20.27	20.60	20.94	21.29	21.63	24.35
5A	20.88	21.21	21.58	21.95	22.32	22.71	25.70
5B	21.80	22.18	22.56	22.96	23.37	23.79	27.01
5C	24.86	25.31	25.78	26.25	26.76	27.26	31.14
5D	26.86	27.35	27.88	28.39	29.13	29.50	33.77

Notwithstanding the above, effective with the first full pay period of April 2013 “steps shall be frozen” and employees shall not advance on the step schedule for the duration of this agreement.

**Section 4.** Employees with six (6) or more years of service with the Lorain County Children Services Board shall receive a longevity supplement to be included each pay period. Such

supplement shall become effective at the beginning of the pay period in which the employee's completed years of service increases.

<u>Completed Years Of Service</u>	<u>Supplement Amount (Per Hour)</u>
6 years	.26
7 years	.27
8 years	.28
9 years	.30
10 years	.31
11 years	.37
12 years	.38
13 years	.39
14 years	.41
15 years	.42
16 years	.48
17 years	.49
18 years	.50
19 years	.52
20 years	.53
21 years	.54
22 years	.55
23 years	.56
24 years	.57
25 or more years	.58

Longevity supplements shall not be considered to be a component of the base wage rate for purposes of calculating future base wage rates.

**Section 5. Demotion.** Whenever an employee is returned to his former classification, he shall be returned to his former hourly rate of pay.

**Section 6. Promotion.** Employees who are promoted shall receive an increase of three percent (3%) to their hourly rate of pay, or be placed at the minimum for the pay range to which the classification is assigned, whichever is greater. Such increase shall be effective on the date of promotion.

**Section 7. Level Assignment.** Each employee will be assigned to a rate of pay in the appropriate pay range. Upon meeting the requirements of a higher level, the employee will be assigned to the corresponding step of the higher level. For example, an employee in level 5C, Step 5, would advance to level 5D, Step 5. The only exceptions are as follows:

1. An employee (non-caseworker) who is receiving a rate of pay between Step 5 and the maximum in levels 1A, 2A, 3A, 4A, and 4.5A, will receive his current rate plus five

percent (5%), not to exceed the maximum, when he advances to the appropriate “B” level.

2. An employee (non-caseworker) who is receiving a rate of pay between Step 5 and the maximum in levels 1B, 2B, 3B, 4B, and 4.5B will receive his current rate plus five percent (5%), not to exceed the maximum, when he advances to the appropriate “C” level.
3. A caseworker who is receiving a rate of pay between Step 5 and the maximum in level 5A will receive his current rate plus eight percent (8%), not to exceed the maximum, when he advances to level 5B.
4. A caseworker who is receiving a rate of pay between Step 5 and the maximum in level 5B will receive his current rate plus twenty-two percent (22%), not to exceed the maximum, when he advances to level 5C.
5. A caseworker who is receiving a rate of pay between Step 5 and the maximum in level 5C will receive his current rate plus ten percent (10%), not to exceed the maximum, when he advances to level 5D.

### **ARTICLE 33** **HEALTH AND SAFETY**

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

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

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

safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

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

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

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

**Section 7.** First Aid kits shall be provided by the Employer at its facilities.

**Section 8.** Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with employees and posted for reference in prominent locations within the facilities.

**Section 9.** Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in Labor/Management meetings.

**Section 10.** The parties recognize the importance of the "buddy system" as a training tool and to ensure the safety of agency caseworkers. For training purposes, the appropriate supervisor will make the assignment of a "buddy." If a caseworker who needs to visit with a client believes his safety may be in jeopardy, he will notify his supervisor of such concern. If the immediate supervisor is unavailable, the caseworker will notify another agency supervisor of his concern. The appropriate supervisor will then either approve the "buddy" preferred by the affected caseworker, assign another employee to accompany the caseworker, or the supervisor will personally accompany the caseworker.

**Section 11.** In the event that there is an authorized legal strike engaged in by a Union representing employees assigned to work in a building housing the Lorain County Children's Services, or any facility to which a bargaining unit employee is assigned, bargaining unit employees will be required to enter those premises when safe entrance can be arranged.

**ARTICLE 34**  
**BILINGUAL PAY SUPPLEMENT**

**Section 1.** Employees who utilize a second language, including American sign language (speak, write, read, and understand), during the course of the performance of their routine duties as required by their job description and the job posting are eligible to receive a ten percent (10%) supplement to their base hourly rate of pay (one [1] supplement regardless of the number of languages the employee is able to utilize). Employees who receive a bilingual pay supplement may be periodically required to demonstrate their continued proficiency.

**Section 2.** An employee who utilizes a second language within the scope of a job assignment (where proficiency in a specified second language is not a specific requirement of the position held), will be compensated a bilingual pay supplement of ten percent (10%) of his/her base hourly rate. The bilingual pay supplement will be paid in one-quarter (1/4) hour increments based upon specific documented job performance utilizing a second language.

**ARTICLE 35**  
**FAMILY AND MEDICAL LEAVE**

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

**Section 2.** An employee who exhausts the Family and Medical Leave may apply for disability leave pursuant to the provisions of Article 19 of this agreement.

**ARTICLE 36**  
**WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS**

**Section 1.** No section of the Civil Service Laws contained in Ohio Revised Code 124.01 through 124.56 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as prohibited by Ohio Revised Code 4117.08 (B).

**ARTICLE 37**  
**RULES AND REGULATIONS**

**Section 1.** The Employer agrees that, as of the date of the execution of this agreement, any rules, 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 new work rules, regulations, policies or procedures need to be established, or should existing work rules, regulations, policies or procedures need to be revised during the term of the agreement, the Employer agrees to meet with the Union in order to discuss said rules, regulations, policies and procedures prior to revision or implementation.

**Section 3.** If agreement cannot be reached on new or revised rules, regulations, policies or procedures and the Employer implements such, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented or revised rules, regulations, policies or procedures.

**Section 4.** The Employer agrees to meet with employees to discuss all rules, regulations, policies and procedures established or revised in accordance with Section 2 above. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule, regulation, policy or procedure has been explained to the employee.

### **ARTICLE 38** **DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective upon execution, and shall remain in full force and effect until March 31, 2016, 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 prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 3.** This agreement shall be in full force and effect for the period set forth in Section 1 of this article, unless both parties mutually agree in writing to open negotiations on any portion hereof.

**Section 4.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby cancelled. 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 collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

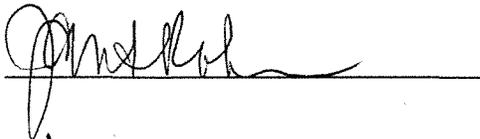
**Section 5.** Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In any event, if 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.

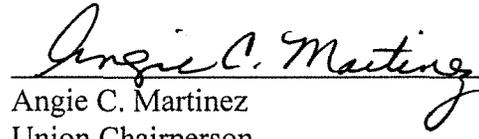
**SIGNATURE PAGE**

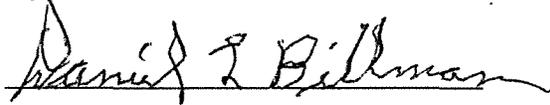
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representative this 12<sup>th</sup> day of August, 2013.

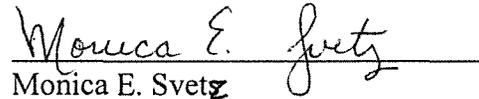
**FOR THE LORAIN COUNTY  
CHILDREN'S SERVICES BOARD**

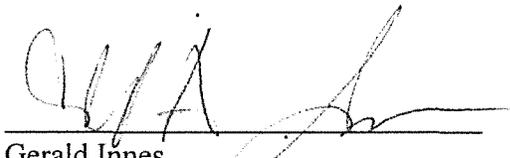
**FOR THE INTERNATIONAL  
UNION, UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS, LOCAL #2192**

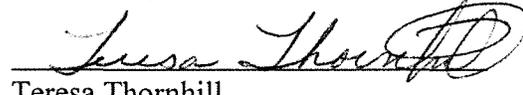
  
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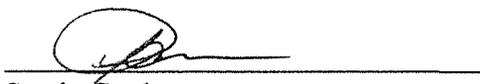
  
\_\_\_\_\_  
Angie C. Martinez  
Union Chairperson

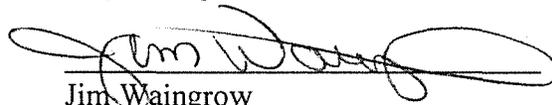
  
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\_\_\_\_\_  
Monica E. Svetz  
Negotiating Team Member

  
\_\_\_\_\_  
Gerald Innes  
Assistant County Prosecutor

  
\_\_\_\_\_  
Teresa Thornhill  
Negotiating Team Member

  
\_\_\_\_\_  
Sandy Conley  
Labor Relations Consultant

  
\_\_\_\_\_  
Jim Waingrow  
International Representative

8-12-13

**APPENDIX A**  
**AGENCY FEE PAYER OBJECTION POLICY**

International Union UAW (“UAW”) has approved the following policy governing objections by UAW-represented public employee non-member agency fee payers to expenditure of their service fees for purposes not related to the costs of exclusive representation.

1. The service fee chargeable to non-member agency fee payers in the unit(s) to which this policy applies shall be an amount determined in accordance with this policy. Such amount shall be calculated as a percentage of the union dues and fees uniformly charged as membership dues for UAW members in the same bargaining unit.
2. The UAW’s fiscal year is the calendar year. The UAW’s fee year shall run from May 1 to May 1 of the following of the calendar year.
3. At the end of each fiscal year, the UAW’s expenditures shall be reviewed in order to establish, on a pro rata basis, what portion of UAW expenditures were expended on matters related to the costs of exclusive representation (the “chargeable amount”). The International Union, UAW, will then prepare, by the 15th of April following the close of each fiscal year, a report setting forth the results of this review with respect to that previous fiscal year (the “report”). The methods of determining the chargeable amount and the allocation of UAW expenditures contained in the report will be verified by a certified public accountant. Such report will thereafter be mailed by the UAW to the last known address of each non-member agency fee payer to which this policy applies.
4. Each May 1, the service fee charged to non-member agency fee payers will be determined for the fee year commencing on that day. The service fee so charged will be equal to that portion of union dues determined to be the chargeable amount as described in paragraph 3 of this policy.
5. Any non-member agency fee payer who claims that the chargeable amount determined in the report was not properly calculated or was not in accordance with the standard set forth in paragraph 3 of this policy may object to the UAW’s determination of the chargeable amount reflected in the report. Such an objection shall be commenced by filing such objection in writing with: Agency Fee Payer Objection Administration, International Union, UAW, 8000 E. Jefferson, Detroit, Michigan, 48214. Any such objection must be filed no later than the 30th day of May following issuance of the report required by paragraph 3 of this policy. The objection shall state the basis for the claim that the chargeable amount as set forth in the report is not in accord with the standard set forth in paragraph 3 of this policy.

**APPENDIX A**  
**AGENCY FEE PAYER OBJECTION POLICY (CONTINUED)**

6. All objections filed pursuant to paragraph 5 of this policy will be referred to an impartial decision-maker. Until further notice, all such appeals shall be referred by the UAW to the American Arbitration Association (AAA) pursuant to its “Rules For Impartial Determination Of Union Fees” effective June 1, 1986. The UAW will have the authority to have any or all such appeals consolidated before the impartial decision-maker selected by the AAA. The impartial decision-maker shall issue his or her determination as to the appeals within sixty (60) days of the filing of the last appeal so consolidated. The impartial decision-maker’s jurisdiction shall be limited to determining whether the chargeable amount determined by the UAW with respect to the appellants is in accord with the standard set forth in paragraph 3 of this policy. The determination of the impartial decision-maker shall be final and binding.
7. Immediately upon receiving any objection pursuant to paragraph 5 of this policy, the UAW will deposit an amount of money equal to the service fees to be charged during that fee year to the objecting non-member agency fee payer in an interest-bearing escrow account maintained by Comerica Bank. Money so deposited will remain in the escrow account and will not be made available for the UAW for any use until distribution in accordance with the determination of the impartial decision-maker as described in paragraph 6.
8. For the purposes of this policy, “file,” “filing,” and/or “filed” means receipt by the recipient designated herein, after mailing by first class mail.
9. UAW reserves the right to further amend or modify this policy, as it deems appropriate, to comply with then-applicable law, or to terminate this policy, if permitted by then-applicable law.

**APPENDIX B**  
**VACATION SCHEDULE**

	<b>New Employee (No Prior Ohio, County, City Service) Or Less Than One (1) Year Of Employment</b>	<b>New Employee (With One (1) Year Or More Previous Ohio, County, Or City Service)</b>	<b>After Four (4) years Of Currently Continuous LCCS Service</b>
	<b>Lump Sum Hours To One (1) Year Anniversary Then Rate Of Accrual (Per Pay)</b>	<b>Rate Of Accrual (Per Pay) Based On Total Year Of Longevity</b>	<b>Rate Of Accrual (Per Pay) Based On Total Year Of Longevity</b>
<b>0-6 Months</b>	<b>0</b>	<b>3.1</b>	
<b>6 Months But Less Than 1 Year</b>	<b>40</b>	<b>3.1</b>	
<b>1 Year Anniversary</b>	<b>40</b>	<b>3.1</b>	
<b>1 Year But Less Than 4 Years</b>		<b>3.1</b>	
<b>4 Years* But Less Than 8 Years</b>		<b>3.1</b>	<b>4.6</b>
<b>8 Years* But Less Than 15 Years</b>		<b>4.6</b>	<b>6.2</b>
<b>15 Years* But Less Than 25 Years</b>		<b>6.2</b>	<b>7.7</b>
<b>25 Years* Or More</b>		<b>7.7</b>	<b>9.2</b>

\* After the completion of years four (4), eight (8), fifteen (15), and twenty-five (25) with LCCS, a lump sum of forty (40) vacation hours is allocated.

**LETTER OF UNDERSTANDING**  
**CASEWORKER LEVEL ADVANCEMENT**

It is understood by the parties that any advancements in level (e.g., “A” to “B,” “B” to “C,” etc.) shall become effective at the beginning of the first pay period following presentation of an acceptable document verifying that the employee has obtained a Master’s Degree in Social Work and/or Social Work license.

**LETTER OF UNDERSTANDING**  
**RECOGNITION**

This side agreement is intended to clarify the position of the Employer concerning the contracting out of services.

While the Employer reserves the right to continue to contract for services wherever that may be deemed appropriate, it will not do so in a manner which reduces the number of bargaining unit employees.

Contracted services will be utilized to augment the work of bargaining unit employees.

**LETTER OF UNDERSTANDING**  
**TRAUMATIC EVENTS**

Lorain County Children Services and UAW Local #2192 do hereby agree to the following to address those unique circumstances when bargaining unit employees encounter case related traumatic events within the scope of their employment such as the death of a child, a hostage situation, etc.

Specifically, up to twenty (20) calendar days of administrative leave with pay will be available to the bargaining unit collectively per calendar year. A bargaining unit employee who experiences a case related traumatic event will notify the Union Chairperson/designee to arrange for administrative leave with pay. The Union Chairperson/designee will notify the Human Resources Manager of the dates of leave, the involved employees, and the reason for the leave.

**LETTER OF UNDERSTANDING**  
**WORK PROCESSES**

Lorain County Children Services and UAW Local #2192 do hereby agree that in the event that a major and material change is anticipated in the work processes, the Employer and Union will meet prior to implementation and discuss the changes including options for an implementation plan.

**SIDE LETTER OF AGREEMENT**  
**LABOR MANAGEMENT MEETING**

The parties agree that within thirty (30) calendar days of execution of the 2013-2016 Agreement (CBA) they will convene a Labor/Management meeting(s) to review and discuss performance conferences and modification of the predisciplinary conference procedures.

**LETTER OF UNDERSTANDING**  
**ONE-TIME LUMP SUM PAYMENT**

Those employees who are actively employed as of July 28, 2013, shall be provided with a one-time lump sum payment based upon their base rate of pay for the pay of August 23, 2013. The list of eligible employees appears as follows:

	<b>EMPLOYEE NAME</b>	<b>AMOUNT</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
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38.		

**LETTER OF UNDERSTANDING**  
**ONE-TIME LUMP SUM PAYMENT (CONTINUED)**

<b>EMPLOYEE NAME</b>	<b>AMOUNT</b>
39.	
40.	
41.	
42.	
43.	
44.	
45.	
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**LETTER OF UNDERSTANDING**  
**ONE-TIME LUMP SUM PAYMENT (CONTINUED)**

	<b>EMPLOYEE NAME</b>	<b>AMOUNT</b>
78.		
79.		
80.		
81.		
82.		
83.		
84.		
85.		
86.		
87.		
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90.		
91.		

Said payments shall be considered as earnable salary for Public Employees' Retirement System (PERS) purposes and shall be subject to all applicable deductions.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representative this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR THE LORAIN COUNTY  
CHILDREN'S SERVICES BOARD**

**FOR THE INTERNATIONAL  
UNION, UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS, LOCAL #2192**

\_\_\_\_\_

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