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AGREEMENT BETWEEN
THE LORAIN COUNTY ENGINEER
AND
THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
LOCAL #8845-1

Effective Upon Execution
Through
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SERB Case #2012-MED-09-0995

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PREAMBLE/PURPOSE

This agreement, entered into by the Lorain County Engineer, hereinafter referred to as the "Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of Local #8845-1, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms, and other conditions of employment for those employees of the Employer in the following bargaining units. The "deemed certified" bargaining unit shall be deemed to include those individuals employed full-time in and holding one of the following job classifications:

- Mechanic 1, 2, and 3
- Bridge Worker (1 and 2)
- Clerk 1
- Drafting Technician 2 and 3
- Equipment Operator 1 and 2

Highway Worker 1 and 2
Master Mechanic
Routemarker 1 and 2
Security Officer (1 and 2)
Sign Worker
Storekeeper
Survey Technician
Wastewater Treatment Plant Operator

Section 2. Bargaining Unit “B” shall consist of the following classifications as originally recognized in SERB Case Number 95-REP-03-0052 and subsequently amended by SERB:

Account Clerk 1	Laborer
Account Clerk 2	Purchasing Assistant 1
AutoCAD Drafting Technician 2	Purchasing Assistant 2
AutoCAD Drafting Technician 3	Purchasing Clerk
AutoCad Liaison	Pur.Asst./Veh.Body Maint.Worker
Bridge Inspector	Routemarker 3
Bridgeworker/Welder 1	Secretary 1
Bridgeworker/Welder 2	Secretary 2
Bridgeworker/Welder 3	Storekeeper/Mechanic Helper
Bridgeworker/Welder 4	Storekeeper/Small Engine Repair
Drafting Technician 1	Survey Technician 1
Drafting Technician 4	Survey Technician 2
Engineering Intern	Survey Technician 3
Engineering Technician	Telecommunications Technician
Equipment Operator 3	WW Treatment Plant Asst. Op. 1
Facility Utility Worker	WW Treatment Plant Asst. Op. 2
Inventory Control/Purch. Specialist	WW Treatment Plant Laborer

The parties recognize and agree that it is in the best interest of all concerned that this additional bargaining unit or these additional bargaining units be subject to the same collective bargaining agreement as that covering the original “deemed certified” unit. Therefore, once voluntary recognition is certified, the parties agree to multi-unit bargaining for all the units, in perpetuity.

Section 3. Existing classifications excluded from the bargaining unit at the time of execution of the agreement are as follows:

Account Clerk III
Administrative Assistant Business Operation
Administrative Assistant Highway Department
Administrative Assistant Management Information Systems
Administrative Assistant Operations Information Systems
Administrative Assistant (San.)
Administrative Officer
Assistant County Engineer

Assistant Engineering Technician Supervisor
Assistant Foreman
Assistant Foreman/Bridge Maintenance
Assistant Foreman/Mechanic
Assistant Highway Maintenance Superintendent
Assistant to Engineer
Billing and Accounting Specialist
Bridge Engineer
Bridge Engineer Supervisor
Bridge Inspection Coordinator
Business Administrator
Chief Deputy Engineer/Planning
Chief Deputy Engineer/Operations
Computer Systems Manager 1
Deputy Engineer
Deputy Engineer's Assistant
Drafting Supervisor
Engineer 1
Engineer 2
Engineer 3
Engineer 4
Engineering Aide
Engineering Technician
Engineering Technician Supervisor
Equipment Maintenance Supervisor
Foreman
Foreman (Mechanic)
Grants Coordinator
Highway Maintenance Superintendent 1
Highway Maintenance Superintendent 2
Inventory Control/Purchasing Coordinator
Liaison Officer
Personnel/Payroll Officer
Professional Engineer
Project Inspector 1
Project Inspector 2
Project Inspector 3
Public Information Officer
Public Information/Safety Officer
Sanitary Engineer
Secretary 3
Survey Technician 3
Surveyor
Surveyor/Design Coordinator
Tax Map Operations Manager
Traffic Control Superintendent

W.W.T.P. Assistant Foreman
W.W.T.P. Foreman
Student Intern

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

Section 4. Whenever a new classification is created, the Employer shall determine whether or not the position is properly within the bargaining unit, and shall so notify the Union in writing. Upon written request of the Union, the parties will meet to discuss the inclusion/exclusion of any newly created classification. If the parties fail to concur on the inclusion/exclusion of the classification, within thirty (30) days of notification of the Employer's position, either party may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with the applicable provisions of Chapter 4117 O.R.C. and the SERB Rules and Regulations. The determination of SERB shall be binding upon both parties.

Section 5. Should the Employer decide to introduce new technology that will require a change in the job classifications of one or more bargaining unit employees, the Employer agrees to provide the Union with at least thirty (30) days notice prior to the introduction of such technology. Upon the written request of the Union, the parties will schedule to meet and negotiate over the effects of the Employer's decision to introduce the new technology.

ARTICLE 2 **DUES CHECK-OFF**

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

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

The Employer will check-off monthly dues, assessments, and initiation fees in the amount designated in writing by the International Treasurer of the Union. Payroll deduction authorization form, Appendix A, shall be provided by the Employer through the payroll office.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will

indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

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

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

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

Section 9. The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms to the Union Financial Secretary, or successor, upon receipt of written notification from the Union at 247 Hadaway Street, Elyria, Ohio 44035.

ARTICLE 3
FAIR SHARE FEE

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

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

Section 3. Prior to the effective date of these fair share provisions and prior to March 31 of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

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

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

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

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

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

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

Section 8. The parties agree that the Employer assumes no obligations, 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 4 **PLEDGE AGAINST COERCION**

Section 1. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

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

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

ARTICLE 5 **MANAGEMENT RIGHTS**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct or supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this agreement. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement shall remain the function of the Employer.

ARTICLE 6 **UNION REPRESENTATION**

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

Section 2. The Union shall designate the jurisdictional areas for the stewards, and shall notify the Employer, in writing, of the names of the stewards and their respective jurisdictional areas before being recognized by the Employer. Stewards designated by the Union shall only operate within their respective jurisdictional area. The Union shall notify the Employer, in writing, regarding any changes in the identity of stewards and/or alternates and Executive Board Officers.

Section 3. The Union may designate not more than four (4) stewards to conduct appropriate Union business as defined herein.

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

- A. Representation of a unit member at any step of a grievance where the affected employee requests such representation;
- B. Representation of a unit member at a predisciplinary conference where the affected employee requests such representation;

- C. Attendance at meetings between the Union and the Employer where their attendance is requested.

Stewards shall be permitted reasonable time off with pay to conduct representative's business as defined above, subject to the restriction set forth in Section 5 herein.

Section 4. In addition to the time allowed in Section 3 above, steward(s) and/or executive board officers, designated in writing by the Union, shall be allowed time off to conduct up to four (4) hours of Union activity per calendar month, with pay, for matters related to the administration of the collective bargaining agreement. Any additional time off shall be provided on an unpaid basis, and shall be subject to the restrictions identified in Section 5 of this article.

Section 5. Rules governing the activities of stewards and their alternates are as follows:

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

Section 6. The Union will designate the employee representatives who will be responsible for conducting Union negotiations. Designated representatives shall be allowed a maximum of eighty (80) hours time off with pay to conduct contract negotiations, attend meetings preliminary to the formal negotiation process, prepare proposals and conduct research related to the re-negotiation of this agreement. If necessary, time off in excess of the eighty (80) hours maximum shall be provided on an unpaid basis. If the local president or his designee is employed by this bargaining unit, he shall be allowed up to an additional eighty (80) hours maximum to participate in bargaining for the other Lorain County Local #8845 Agreements.

Section 7. Prior to leaving the assigned work area, the Union steward, officer, or representative shall be required to complete the Union Representative Time Form (Appendix C). Said form shall be furnished by the Employer and shall be obtained from the supervisor.

ARTICLE 7 **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

Step 1 — Immediate Supervisor

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

Step 2 — Division Manager

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

The Division Manager shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee and his steward, as well as the supervisor, and any witnesses/personnel the parties deem appropriate. The Division Manager shall give his answer to the aggrieved employee, in writing, within seven (7) working days after such conference, and return the original and two (2) copies to the grievant and one (1) copy to the Chief Steward. In those areas where the grievant's immediate supervisor and the Division Manager are the same person, the grievant may proceed to Step 3 of this grievance procedure without going through Step 2.

Step 3 — Lorain County Engineer

Should the grievant not be satisfied with the written answer he received in Step 2 (or Step 1, where applicable), within three (3) working days after his receipt thereof, he may submit or have his steward submit the original of the grievance form and two (2) copies to the Lorain County Engineer. The Lorain County Engineer or designee shall, within seven (7) working days of the receipt of the appeal, meet with the aggrieved employee, the Staff Representative of Local Union #8845-1 USW, and the appropriate unit steward, as well as the supervisor, Division Manager, and any witnesses/personnel the parties consider necessary to arrive at an answer. The Lorain County Engineer/designee shall respond to the grievance within twelve (12) working days after the hearing, and send a copy of the answer to the appropriate unit steward and the Staff Representative of Local #8845-1. Notwithstanding the other provisions above, grievances involving suspension, reduction, or discharge shall be filed directly at Step 3, and shall be filed within five (5) calendar days of the issuance of the disciplinary notice.

Step 4 — Intent to Arbitrate

If the grievance has been properly processed and is not satisfactorily resolved at Step 3, the Union will notify the Lorain County Engineer, in writing, within twenty (20) days of the Step 3 response that the grievance will be submitted to arbitration. A grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Within seven (7) days after notice of arbitration has been submitted, the parties shall confer to determine whether the parties will attempt to use the selection method provided for in the Side Letter, Alternative Method for Selecting Arbitrator. If the parties fail to select an arbitrator through the process in the Side Letter, the Union shall make a joint request to the Federal Mediation and Conciliation Service (FMCS) to provide a panel of nine (9) Ohio resident, National Academy Certified arbitrators from the FMCS; such request must be submitted within the fourteen (14) calendar day period immediately following the notice of arbitration. Once the FMCS 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 FMCS. Additionally, each party may reject up to two (2) lists and request another list. The party rejecting the panel shall bear the cost of obtaining the new list.

- B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws;
 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rule-making powers not inconsistent with the agreement;
 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this agreement;
 4. Imposing any restriction or condition upon the Employer from this agreement, it being understood that, except as such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of right set forth in the article of this agreement entitled "Management Rights";
 5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate;
 6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute;
 7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

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

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

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

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

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

Section 9. The Employer will provide a copy of all grievances to the chief steward of the local as soon as practicable following receipt.

ARTICLE 8 **DISCIPLINARY PROCEDURES**

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

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

Section 3.

A. Except in instances of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner. For purposes of this article, gross misconduct shall be defined as any violation listed as a Group III violation in the Employer's Disciplinary Policy.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

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

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

Section 6. Each employee, with or without his Union steward, may inspect his personnel file as maintained by the Employer upon one (1) working day's advance written request personally signed by the employee. The terms of this section shall not be applied in such a fashion as to interrupt the work schedules of the employees nor to cause any expense to the Employer. Employees may make arrangements to review their personnel files during non-work time, inclusive of meal periods.

ARTICLE 9 **SENIORITY**

Section 1. For the purpose of this agreement, seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer.

Section 2. Upon completion of an initial probationary period as set forth in Article 26 herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of hire.

Section 3. Seniority shall terminate:

1. If an employee is discharged for just cause and the discharge is not reversed through the grievance procedure.
2. If the employee voluntarily quits.
3. If the employee retires.

4. If the employee is absent without leave for three (3) consecutive work days or more or fails to timely return from an approved leave of absence and fails to provide an acceptable reason for the absence or failure to return from leave in a timely manner.
5. If an employee is on a leave of absence for reasons other than those provided for by this agreement, or for reason(s) other than that for which the leave was originally approved.

Section 4. In the event of a layoff, employees will continue to retain and accrue seniority for a period of two (2) years from the effective date of the layoff.

ARTICLE 10 **JOB POSTING**

Section 1. Whenever a vacancy within the bargaining unit is to be filled, as such vacancy is declared by the Employer, it shall be filled by way of job posting, with the factors set forth below considered in the following order:

- A. ability;
- B. physical/mental fitness for duty, i.e., to perform the essential functions of the position;
- C. continuous service (see Article 9, Section 1).

Where the Employer determines factors one and two to be comparatively equal between two (2) or more applicants, length of continuous service shall govern.

Section 2. Ability, as set forth above, shall include the following criteria: qualifications, education, experience, disciplinary record, previous job performance, and other job-related criteria.

Section 3. When declaring a vacancy, the Employer shall post, for five (5) working days, a notice of opening stating the job classification, rate of pay, shift, work location, and minimum qualifications necessary.

Section 4. Employees who wish to be considered for the posted job must sign the job posting by the end of the posting period. Sites for signing the posting will be designated on the posted notice. Employees leaving on vacation or an approved extended absence may submit written notice to the Employer of any position(s) they would be interested in applying for, should such a vacancy be posted during their absence, or may submit written authorization that the Unit Chairman has authority to submit an application on their behalf. An employee must meet the minimum qualifications for the position, and be available to report to work within thirty (30) calendar days of the posting date in order to receive consideration. It is the responsibility of the employee to notify the Employer, in writing and not later than the time of application for a position, of any change in education, qualifications, experience, or job-related criteria.

Section 5. Promoted employees shall upon written request have the right to return to their previous position within fifteen (15) days of the effective date of promotion. The Employer shall have the right to return an employee to his previous position during the applicable probation period for failure to perform adequately. Such return may occur at any time after the 30th day of the probationary period. Employees returning to their previous position shall be prohibited from submitting promotional requests for a period of six (6) months.

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

Section 7. The Employer will post a notification which identifies any internal applicant who has been selected for a job posting. Such notification will be posted within thirty (30) calendar days of the end of the applicable posting period. In cases where no internal applicant is selected, exclusive of entry level positions, the Employer will notify the Union of such fact. If, for any reason other than unavailability of qualified applicants, the Employer determines not to fill a vacancy, the Employer will first meet with the Union and explain the reason why the position is not being filled prior to posting a notice that the position was not filled. If, for any reason other than the unavailability of qualified applicants, the position is not filled, then any qualified applicant who has bid on the job may re-bid for the position if it is again posted for bid within six (6) months regardless of whether the employee has successfully bid on another position in the interim.

Section 8. The Employer may fill a position on a temporary basis for a period not to exceed thirty (30) calendar days; such period shall be counted as part of the probationary period in the event the temporarily assigned employee is subsequently awarded the vacant position in accordance with the provisions set forth herein. It is understood that experience of a temporary nature shall not be a determining factor in awarding a permanent position. The thirty (30) day time limitation set forth herein shall not apply to temporary assignments made to cover the absence of a full-time employee due to extended sick leave and/or disability leave, provided that any such temporary assignment to cover an absence beyond thirty (30) days shall be given to the most qualified employee.

ARTICLE 11 **TEMPORARY WORKING LEVEL**

Section 1. Whenever a bargaining unit employee is assigned to work in a classification which is assigned to a higher pay range, said employee may be eligible for a temporary working level adjustment. To become eligible for such adjustment, the employee must be assigned to work in the higher classification for a minimum of three (3) consecutive working days. Whenever an employee is assigned to a higher classification for a period of two (2) or less consecutive working days, said employee shall not be eligible for the working level adjustment.

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

Section 3. The Employer agrees not to assign more than one (1) employee to this temporary position solely to avoid the payment of the pay supplement.

Section 4. In no event shall a bargaining unit employee be paid at a rate less than their classification.

ARTICLE 12 **LAYOFF AND RECALL**

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

Section 2. The Employer shall determine in which classifications layoffs will occur. Temporary and seasonal employees in the affected classifications will be laid off prior to bargaining unit employees. Layoffs of bargaining unit employees will be by classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off. In the event a layoff of a bargaining unit employee(s) occurs in a classification where part-time employees are also employed, the bargaining unit employee, without prejudice to his right to be recalled to a full-time position, may elect to bump into the part-time position by so notifying the Employer in writing. Notice to the Employer to bump into a part-time position, or into another classification (in accordance with Section 3 herein), must be submitted within five (5) calendar days of the date of the notice of layoff. The Employer will not challenge the unemployment compensation benefits of any full-time employee who elects not to bump into a part-time position.

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

- A. The least senior employee in the classification;
- B. The least senior employee in a lower classification in the same classification series;
- C. The least senior employee in a former classification held by the employee during the last forty-eight (48) months.
- D. The least senior employee in a related equivalent or lower job classification in accordance with Appendix E.

Section 4. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of

two (2) years after the effective date of the layoff. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

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

Section 6. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the final due date of response to recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. (For purposes of this section, receipt will be deemed to have occurred three [3] calendar days after mailing of the notice.)

Section 7. Seniority For Union Officials. Stewards and/or Executive Board members shall head the seniority list in the jurisdictional areas they represent for the purposes of layoff and recall only.

In the event a steward is affected by a layoff, the following procedure will apply:

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

ARTICLE 13 **MILITARY LEAVE**

Section 1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, 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 Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an

employee is entitled to compensation in any one (1) 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 or an Act of Congress, 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 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 will result in disciplinary action.

Section 6. A "permanent public employee" as defined in ORC 5903.01 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. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 10. 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 14 **UNION ABSENCES**

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

Section 2. The Employer agrees that no more than three (3) delegates or alternate delegates to the annual conventions of the Union or other authorized Union activities shall be granted personal leave without pay for the purpose of participating in such conventions or other

authorized Union activities. Such personal leave will be approved upon receipt of three (3) days advance written notification by the Union to the Employer. The length of such leave shall not exceed five (5) consecutive working days, but shall be automatically extended for an additional five (5) consecutive working days upon the verbal request of the Union. The Employer shall continue to credit employees with vacation and sick leave during any approved personal leave provide by this section.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours, exclusive of one-half (1/2) hour allotted for a meal period. The work week shall commence at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday. Employees working a ten (10) hour shift shall be given a one-half (1/2) hour unpaid meal period and such meal period shall be guaranteed. Meal periods will be scheduled or approved by the supervisor. It will be the supervisor's responsibility to make sure this language is carried out for the employee within the allotted time specified.

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

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

Section 4. Overtime shall be distributed as much as possible on an equal basis within each classification. Should an employee refuse an overtime opportunity or be unavailable when contacted for same, he shall be charged for such overtime hours (for distribution purposes) as if he had worked. Should an insufficient number of employees volunteer for each such overtime opportunity, the Employer shall assign the work in inverse seniority order by classification until such time as a sufficient number of employees have been assigned to perform the necessary work.

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

Overtime hours arising while an employee is on vacation, medical leave, or a personal leave of absence shall be charged to that employee as if the employee would have ordinarily been eligible for the overtime opportunity. Overtime opportunity for special events such as parades, fairs, etc., shall not be charged to the overtime roster.

ARTICLE 16
REPORT AND CALL IN PAY

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

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

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

Section 4. Notwithstanding the provisions of Article 15 or Sections 1 through 3 therein, whenever an employee is called out to respond to an emergency situation, i.e., snow removal or tornado aid, at a time outside of the employee's normal scheduled hours of work, the employee will be entitled to compensation at time and one-half (1 1/2) his regular rate of pay for all hours actually worked in accordance with the following provisions:

1. Shift differential as set forth in Article 26, Section 8, herein shall not apply to emergency call out hours; and
2. The Employer shall retain the right to adjust the employee's normal scheduled work hours based upon the number of emergency call out hours worked, operational needs, and safety considerations, and provided that any such adjustment will not cause any employee to receive less than the equivalent of eight (8) hours of pay on his normal scheduled work day(s) (the eight [8] hour equivalency shall not apply to any scheduled or normal day off); and
3. Provided the employee actually works or is on approved paid leave for the remainder of the forty (40) hour work week following the emergency call out; and
4. There shall be no pyramiding of overtime compensation and premium compensation set forth herein.

Section 5. The Employer agrees to pay a full-time Laborer, who possesses a valid Commercial Driver's License and who is called out for snow removal, as per the existing contract, the minimum hourly base rate of an Equipment Operator 1, or three percent (3%) above his base rate as Laborer, whichever is greater.

Section 6. When an employee is notified to be available for call out for snow removal, it shall be the employee's responsibility to ensure that the Employer is properly informed, at all times, of the applicable telephone number where the employee can be reached. Furthermore, it shall be the employee's responsibility to remain fit for duty whenever he is notified of the need to be

available for snow removal call out. An employee notified to be available for call out of emergency snow removal, and who is subsequently unavailable for work, shall be subject to disciplinary action, except where any employee is unable to report to emergency snow removal call out for the following reasons: substantiated incapacitating illness, immediate family emergency, or any condition beyond the control of the employee, providing that if such an exception exists, the employee, or someone in his stead, must notify his foreman of such exceptions as they occur. Each employee on emergency snow removal call out must report the reason why he cannot meet the emergency snow removal obligation. Abuse of these exceptions will not be tolerated and will result in separate disciplinary action.

ARTICLE 17
VACATION

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

A. For Employees Hired Before August 1, 2013

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

B. For Employees Hired After August 1, 2013

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than 1 year	None
1 year but less than 5 years	40 hours
5 years but less than 12 years	80 hours
12 years but less than 20 years	120 hours
20 years but less than 30 years	160 hours
30 years or more	200 hours

Section 2. New employees may be entitled to vacation service credit earned during employment with another appointing authority under the jurisdiction of the Employer (Lorain County). New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

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

Section 3. Vacation is credited each bi-weekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited For Pay Period</u>
40 hours	1.55 hours
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

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

Section 5. Vacations are scheduled in accordance with the work load requirements of the department. For this reason, the Employer may require vacation requests be made by March 1 of each year. Adjustments to the March 1 schedule may be made based upon seniority and in accordance with the work load requirements as determined by the Employer. An employee wishing to change his scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the March 1 schedule shall be on a “first come-first served” basis for those unscheduled and available weeks remaining.

In situations that do not present a scheduling conflict for the Employer, an employee may request vacation leave, with the amount of the advanced notification being equal to the amount of leave the employee wishes to take. Such advanced notification may be waived at the discretion of the Employer or a designated representative.

Vacation leave shall be charged in minimum units of one (1) hour. The Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 6. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 7. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's vacation leave balance and the affected employee shall be notified by the Employer of the amount of vacation leave eliminated.

Section 8. Days specified as “holidays” in Article 18 herein shall not be charged to an employee's vacation leave.

Section 9. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

Section 10. If an employee, while on vacation, contracts an illness or suffers an injury that requires hospitalization, or if such employee experiences a qualifying bereavement leave, as defined in Article 19, he shall, upon presentation of proper evidence, be permitted to charge such time against sick leave or bereavement, if such time is available, rather than against his vacation balance.

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

ARTICLE 18
HOLIDAYS

Section 1. Bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Day	25th day of December

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

Section 3. Bargaining unit employees shall be granted six (6) paid floating holidays (forty-eight [48] hours) per calendar year. Paid floating holidays shall be used in minimum increments of eight (8) hours, and must be used during the calendar year which they are granted. In order to be granted paid time off, the employee shall submit a written request to the Employer at least seven (7) calendar days in advance of the day in question for two (2) or more days and twenty-four (24) hours in advance for one (1) day.

The granting of such time off shall be based on the operational needs of the Employer subject to staffing and work load requirements. In the event two (2) or more employees request the same day off, the senior employee may be granted such time off, subject to the operational needs described herein.

Section 4. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the day on which the holiday falls, regardless of the day of the week on which

they are observed. An employee must be in active pay status the regularly scheduled work day immediately preceding and subsequent to the holiday in order to receive holiday pay.

Section 5. Any work performed by an employee on any one (1) of the days listed in Section 1 shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

Section 6. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays. Whenever a ten (10) hour day work schedule is instituted by the Employer, and a designated holiday falls within such schedule, holiday compensation as set forth herein shall be for ten (10) hours.

Section 7. In addition to the holidays enumerated in Section 1 of this article, any day appointed and recommended by the President of the United States or the Governor of the State of Ohio, or passed by legislation, may be recognized as a holiday at the discretion of the Employer. Should the Lorain County Board of Commissioners recognize any day not identified in Section 1 as a holiday, then all bargaining unit employees shall receive that day as a paid holiday. This, however, excludes Martin Luther King Day, President's Day, Columbus Day, Veterans' Day, Christmas Eve Day, and New Year's Eve Day, which the Union agreed to exchange for the six (6) floating holidays bargaining unit members receive in accordance with Section 3 of this article.

ARTICLE 19 **BEREAVEMENT LEAVE**

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

Section 2. Employees may be granted an additional two (2) days off, chargeable to sick, vacation, bonus, or floating holiday leave, upon approval of the Employer. In the event of a death of other members of an employee's immediate family, as defined in Article 23, Section 6 (A) (2) and (B), employees shall be provided with time off in accordance with that article.

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

ARTICLE 20 **COURT LEAVE**

Section 1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of

Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would either be leave without pay or vacation, as scheduled in advance with the Employer.

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

ARTICLE 21 **LEAVE OF ABSENCE**

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

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

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

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

Section 5. An employee who has received an authorized leave of absence without pay does not earn sick, incentive (bonus), or vacation leave credit. However, such leave time will count toward seniority.

Section 6. Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification. An employee who is hired or transferred as a replacement for an employee who is on leave of absence shall, upon the completion of said leave, be subject to the provisions of this agreement.

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

ARTICLE 22 **DISABILITY LEAVE**

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

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

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

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

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

Section 4. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

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

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

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

ARTICLE 23 **SICK LEAVE/INCENTIVE LEAVE**

Section 1. Sick Leave Accumulation. Full-time employees shall accumulate eight (8) days of sick leave per year. Said leave shall be earned at 2.46 hours per eighty (80) hours compensated (.03076 hours per hour compensated) subject to this section.

Section 2. Incentive Leave. Full-time employees shall earn one-half (1/2) day, four (4) hours, of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time. An incident of lost time means any calendar day on which any employee is absent from work or for any amount of time due to unexcused absences and/or for any time in unpaid status. However, in the event an employee should establish an abusive absenteeism problem, the following provisions shall apply:

- A. An employee who receives a verbal warning regarding abusive absenteeism shall not earn any "bonus time" for the month during which the verbal warning was issued.
- B. An employee who receives a letter of warning or written reprimand for abusive absenteeism shall not earn "bonus time" for the month during which said warning or reprimand was issued. Said employee shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the warning or reprimand or from any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time.

For purposes of this section, approved bereavement leave, as provided for in Article 19 and as provided in Section 6 (A) (2) of this article, and approved union leave, shall not be counted as an incident of lost time.

Section 3. Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Appointing Authority or his designee in the case of an emergency. Bonus time shall be charged in minimum units of four (4) hours, except that an employee may schedule bonus time in units of two (2) hours once each month but only during a day on which the employee has been scheduled to work an eight (8) hour shift. During the ten (10) hours a day, four (4) days a week work schedule, an employee may request a minimum unit of two (2) hours bonus time combined with eight (8) hours floating holiday pay to receive a paid ten (10) hour work day.

Section 4. Prior to the first pay day in December, each employee shall notify his Appointing Authority and/or designee, in writing, of the manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus time to sick leave at the full value of his accumulated but unused bonus time. Unused bonus time earned but not used in any given year may be carried over to the following year; any carried over bonus time not used within the year it is carried over into must either be converted to cash or sick leave prior to the first pay in December of that year, as set forth above. An employee who becomes separated from employment prior to the first pay day in December may, at that point, convert his unused bonus time in a manner consistent with this article. The maximum amount of bonus time which may be converted to cash in any one year shall be ten (10) days.

Section 5. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 6. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

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

Section 7. Evidence Required For Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 8. Notification By Employee. When an employee is unable to report to work, he shall notify his immediate supervisor one-half (1/2) hour before or one-half (1/2) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with his immediate supervisor.

Section 9. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Employees fraudulently obtaining, or attempting to obtain, sick leave will be subject to dismissal and must refund any salary or wage paid.

Section 10. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

Section 11. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the Employer.

Section 12. Expiration Of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this agreement.

ARTICLE 24 **UNION BULLETIN BOARDS**

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

Section 2. All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

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

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

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

ARTICLE 25
PROBATION PERIODS/PERFORMANCE EVALUATIONS

Section 1. New Hire. Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of one hundred eighty (180) calendar days. Employees may be terminated during their new hire probationary period without appeal through the grievance procedure contained herein.

Section 2. New hire probationary evaluations shall not be subject to the formal grievance procedure. Probationary newly hired employees may not join the Union nor file grievances until they have satisfactorily completed their new hire probation period.

Section 3. Promoted Employees. Newly promoted employees shall be required to successfully complete probationary periods in accordance with the following schedule:

- A. Promotion to a position within the current classification series - ninety (90) calendar days;
- B. Promotion to a position outside of the current classification series - one hundred eighty (180) calendar days.

Section 4. An employee failing to successfully complete his promotional probationary period, by receiving an unsatisfactory rating on his evaluation, shall be returned to his former position.

Section 5. Probationary performance evaluations and promotional performance evaluations shall be conducted in accordance with the personnel policies and procedures of the Employer.

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

ARTICLE 26
WAGES

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

<u>Pay Grade</u>	<u>Classification</u>
4	Clerk 1
5	No Classification Currently Assigned
6	Secretary 1
7	Account Clerk 1

	Security Officer 1 Storekeeper/Mechanic Helper
8	Account Clerk 2 Purchasing Clerk Storekeeper/Small Engineer Repair Worker Storekeeper
9	Laborer Secretary 2 Security Officer 2 Wastewater Treatment Plant Laborer
11	Bridge Worker 1 Equipment Operator 1 Facility Utility Worker Purchasing Assistant 1 Purchasing Assistant/Vehicle Body Maintenance Routemarker 1 Survey Technician 1 Wastewater Treatment Plant Assistant Operator 1
12	Bridge Worker 2 Inventory Control/Purchasing Specialist Routemarker 2 Sign Worker Survey Technician 2 Wastewater Treatment Plant Assistant Operator 2
13	Bridge Worker/Welder 1 Equipment Operator 2 Mechanic 1
14	Bridge Worker/Welder 2 Drafting Technician 1 Equipment Operator 3 Mechanic 2 Routemarker 3 Survey Technician 3 Wastewater Treatment Plant Operator
15	Bridge Worker/Welder 3 Mechanic 3 Purchasing Assistant 2 Telecommunications Technician

- 16 Bridge Worker/Welder 4
Drafting Technician 2
Master Mechanic
- 17 Engineering Intern
- 18 Bridge Inspector
- 19 AutoCad/Drafting Technician 2
Drafting Technician 3
AutoCad Liaison
- 22 AutoCad/Drafting Technician 3
Drafting Technician 4

Section 2. For the duration of the agreement, the following pay ranges will be effective:

Effective January 1, 2013 to December 31, 2013

Pay Grade	Minimum Hourly Rate	Maximum Hourly Rate
4	9.90	14.14
5	10.33	14.74
6	10.80	15.41
7	11.27	16.11
8	11.78	16.83
9	12.30	17.76
10	12.86	18.37
11	13.47	19.24
12	14.05	20.08
13	14.70	21.00
14	15.40	21.99
15	16.11	23.01
16	16.85	24.06
17	17.62	25.17
18	18.46	26.37
19	19.32	27.60
22	22.17	33.67

Effective January 1, 2014 to December 31, 2014

Pay Grade	Minimum Hourly Rate	Maximum Hourly Rate
4	10.02	14.32
5	10.46	14.92
6	10.94	15.60

7	11.41	16.31
8	11.93	17.04
9	12.54	17.98
10	13.02	18.60
11	13.64	19.48
12	14.23	20.33
13	14.88	21.26
14	15.59	22.26
15	16.31	23.30
16	17.06	24.36
17	17.84	25.48
18	18.69	26.70
19	19.56	27.95
22	22.45	34.09

Effective January 1, 2015 to December 31, 2015

Pay Grade	Minimum Hourly Rate	Maximum Hourly Rate
4	10.14	14.48
5	10.58	15.09
6	11.06	15.78
7	11.54	16.49
8	12.06	17.23
9	12.69	18.18
10	13.17	18.81
11	13.79	19.70
12	14.39	20.56
13	15.05	21.50
14	15.77	22.52
15	16.49	23.56
16	17.25	24.63
17	18.04	25.77
18	18.90	27.00
19	19.78	28.26
22	22.70	34.47

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

Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not be entitled to experience any increase beyond the maximum amount set forth for each classification specified in Section 2.

Each bargaining unit employee on the Employer's payroll as of the date of this agreement shall receive a three percent (3.0%) general increase, not to exceed the maximum rate.

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

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

Section 3.

A. In conjunction with the reorganization, a Skilled Equipment Operation Program will be developed by the Employer, along with "rating pay" for identified pieces of equipment. This program will abolish and replace the job enhancement program in effect at the time of execution of this agreement. The Skilled Equipment Operation Program (SEO Program or SEOP) shall be available to employees within the Equipment Operator series, and any other employee who may be required to operate an identified piece of equipment within the scope of assigned job duties, and shall encompass the following:

1. The following pieces of specialized equipment will be included in the SEO Program:
 - a. Gradall
 - b. Backhoe
 - c. Grader
 - d. Truck-Trailer Combination Vehicle
 - e. Boom Truck
 - f. Front-End Loader
 - g. Line Striper
 - h. Excavator
2. The SEOP will entail training and orientation as provided by and/or through the Employer, and a self-study program of instructional materials made available by the Employer; employees may borrow self-instructional materials for use at their convenience during non-work time; employees will be required to sign out materials for a period not to exceed three (3) consecutive days, unless prior approved otherwise;
3. The Employer shall designate an SEO Program Coordinator and Trainers; employees interested in participating in the SEOP shall set forth their interest in writing, to the Program Coordinator, identifying the specific pieces of equipment they are interested in acquiring the skill and proficiency to operate; participation in the SEO Program is strictly voluntary;
4. The Employer/designee will develop and schedule formal orientations on the operation of each specific type of equipment; hands on equipment operation

sessions will also be scheduled by the Employer; openings within formal orientations and/or equipment operation sessions will be offered to the most senior interested employees first, up to the number of openings available for each orientation or equipment operation session; formal orientations will be scheduled during non-work time; equipment operation sessions may be scheduled during work hours and/or non-work hours at the discretion of the Employer; voluntary attendance at a formal orientation and/or equipment operation session during non-work time is not compensable;

5. Records will be maintained by the Employer of participation in formal orientations and equipment operation sessions; the Program Coordinator, and Trainer(s) as applicable, will assess the skill and proficiency of each participating employee and complete an assessment form; employees who have reached an acceptable level of skill and proficiency will be provided the opportunity to take a two (2) part examination consisting of a written examination and an operational evaluation; the contents and conduct of the examination shall be determined by the Employer; successful completion of both parts of the examination will result in the employee being certified on that piece of equipment; any employee certified on a piece of equipment for a period of one (1) year or more, may, at the discretion of the Employer, have his certification suspended until a re-examination can be conducted; failure to successfully complete the re-examination will result in a rescindment of the certification.

B. Any employee who is certified on a specific piece(s) of equipment, through the SEO Program and in accordance with the provisions herein, shall be entitled to rating pay as provided for in Appendix "D" for each piece of equipment so certified. Rating pay shall continue for the time period the employee maintains valid certification.

C. If a particular piece of equipment identified in Appendix D requires an employee to possess a Commercial Driver's License (CDL), and an employee who is receiving a supplement for being certified on that particular piece of equipment loses his CDL, the employee will no longer be eligible to receive the supplement.

Section 4. Certification Supplement. Bargaining unit employees in the below-noted job classifications will be eligible for a supplement as provided below:

<u>Classification</u>	<u>Certification</u>	<u>Amount of Supplement</u>
Bridgeworker/Welder 1 & 2	Ohio Industrial Relations Department Certificate	\$.27/hour
Cartographer/AutoCad Specialist 1 and 2	State of Ohio Surveyor Intern Certificate	\$.37/hour
Drafting Technician 3	State of Ohio	\$.37/hour

	Surveyor Intern Certificate	
Wastewater Treatment Plant Operators and Assistant Operators 1 & 2	Ohio Wastewater Works Class I, II, III Operator's Certification	\$.27/hour
Wastewater Treatment Plant Operators and Assistant Operators 1 & 2	Ohio Public Water System/ Water Distribution Operator A Certification	\$.27/hour
Wastewater Treatment Plant Operators and Assistant Operators 1 & 2	Ohio Wastewater Collection System Class I, II Operator's Certification	\$.27/hour

Employees must continue to possess said certificates in order to maintain eligibility for said certification supplements.

Section 5. Promotions and Reclassifications. Employees who are promoted during the term of the agreement shall receive an increase of three percent (3%) to their hourly rate of pay or be placed at the minimum hourly rate of pay grade to which the classification is assigned, whichever is greater. Such increase shall become effective on the date of promotion.

Section 6. Shift Differential. Employees assigned to a work schedule where the majority of hours fall between 4:00 p.m. and 8:00 a.m. shall receive an additional twenty cents (\$.20) per hour, plus their regular hourly rate of pay.

Section 7. Demotion/Voluntary Reduction. Employees who are demoted to a classification assigned to a lower pay grade shall have their hourly rate decreased by three percent (3%) or to the maximum hourly rate, whichever is greater. Such decrease shall be effective on the date of demotion. An employee who requests and is awarded a voluntary reduction, either by job bid or special request, shall be assigned a pay rate which is three percent (3%) above the minimum rate for the lower classification.

Section 8. Employees who successfully complete the required coursework and continue to be certified in first aid and CPR will receive a ten cent (\$.10) per hour supplement to their base hourly rate of pay. This shall count toward the maximum supplement that an employee can receive as part of the Skilled Equipment Operation Program.

Section 9. Any employee currently paid an hourly rate that exceeds the maximum rate of pay for his pay grade shall have his wages frozen at his current hourly rate until such time as the maximum hourly rate exceeds his current hourly rate.

Section 10. Longevity Supplement. Full-time employees will be eligible for a longevity supplement as follows:

**Completed Years of Continuous
Service With the Engineer**

Amount/Hour

5	\$.35
9	\$.40
14	\$.45
19+	\$.50

Longevity supplements shall not be considered as a part of the base rate of pay for purposes of calculating future increases to the base rate of pay.

**ARTICLE 27
HEALTH CARE COVERAGE**

Section 1. The Employer will continue to provide full-time bargaining unit employees with basic surgical, hospitalization, and major medical coverage. The Employer retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided.

Section 2. The Employer may make available additional insurance coverages for dental, vision, and prescription drug coverage. The costs of such additional coverage shall be borne exclusively by the employee, unless the amounts identified in Section 4 of this article allow for full or partial payment of the cost of such coverage.

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. The employees shall be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage.

Section 5. Full-time employees must remain in an active status in order to continue to be eligible for Employer-paid health care coverage except as provided for in the Federal Family and Medical Leave Act (FMLA) and the Employer's FMLA policy.

**ARTICLE 28
UNIFORMS**

Section 1. The Employer will provide uniforms to each employee who is required to wear a prescribed uniform in the following classifications:

Bridgeworker 1 and 2

Bridgeworker/Welder 1 and 2

Drafting Technician 1, 2, 3, and 4
Facility Utility Worker
Laborer
Routemarker 1, 2, and 3
Survey Technician 1 and 2
Wastewater Treatment Plant Asst. Operator
Wastewater Treatment Plant Laborer

Equipment Operator 1, 2, and 3
Inventory Control/Purchasing Specialist
Mechanic 1, 2, and 3
Storekeeper
Telecommunications Technician
Wastewater Treatment Plant Operator

Section 2. The Employer reserves the right to select the type of uniform items that will be provided and to make determinations concerning the appropriateness of an employee's dress. Employees shall be responsible for reporting to work each day properly attired in their uniform. The employee shall be responsible for ensuring that the uniform is properly maintained in a clean and orderly fashion. Uniforms shall include the items listed below:

Work Boots

The Employer will provide non-probationary bargaining unit employees with two (2) pair of work boots during the term of this contract in accordance with the following:

- A. The Employer will pay a maximum of one hundred fifty dollars (\$150.00) per pair of work boots;
- B. The employee is free to select any six (6) inch up to eight (8) inch work boot with hard safety toes (non-metallic);
- C. Any amount in excess of one hundred twenty-five dollars (\$125.00) will be paid by the employee for the boots selected.

The employee may purchase boots from the vendor of his choice. However, such boots must meet the Employer's safety specifications.

Rubber Boots

2 Pair During Agreement
Yellow Slickers

Gloves & Hats

Cold Weather/Lined 1 Pair Per Year
Regular Jersey 24 Pair Per Year
During Agreement
2 Winter Hats During Agreement
2 Summer Hats During Agreement

**Uniforms - Existing Employee
(Once Per Agreement)**

6 Uniform Shirts
6 T-Shirts
8 Pants
1 Safety-Colored, Zippered,
Hooded Sweatshirt

**Uniforms - New Employee
(Once Per Agreement)**

6 Uniform Shirts
6 T-Shirts
8 Pants
1 Jacket
1 Carhart Bib and 3 Season Safety Coat
1 Safety-Colored, Zippered, Hooded Sweatshirt

These uniforms incorporate “summer and winter” wear and will be provided to each employee who is required to wear a prescribed uniform (see Article 28, Section 1).

Employees shall be responsible for the replacement of lost or stolen clothing articles issued by the County Engineer.

Replacement Policy - Jackets, carharts, and rubber boots may be replaced once during this agreement, only if employee returns the damaged jacket, carhart, or boots.

Rubber/Latex Gloves

The Employer will provide a supply of disposable rubber or latex gloves in each vehicle for use in animal carcass pick-ups and in situations in which the employee has exposure to contaminated liquids.

Additional Carharts for Sanitary Engineer Employees

The Engineer and the Union realize employees in the Sanitary Engineer's Department respond to various emergency situations that require them to be outside in inclement weather including rain, snow, muddy water, etc. An extra set of carharts would provide clean and dry clothing to respond to additional emergency situations.

The Engineer and the Union are in agreement to provide one (1) extra set of carharts to the Sanitary Engineer employees once during the life of this agreement.

Employees shall be responsible for their additional carharts as stated this article.

Section 3. The Employer agrees that bargaining unit employees may, at their option, request that a United Steelworkers emblem be placed on their uniform jacket. Such USW emblems will be provided by the Union. The Employer will designate the sole location for the placement of the emblem, and will be responsible for having such emblems applied.

ARTICLE 29 **NO STRIKE/NO LOCKOUT**

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

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

ARTICLE 30
COMMERCIAL DRIVER'S LICENSE

Section 1. As a condition of continued employment, employees in the following classifications shall be required to maintain a valid Ohio Commercial Driver's License (CDL):

Bridgeworker/Welder 1	Equipment Operator 1	Master Mechanic	Routemarker 2
Bridgeworker/Welder 2	Equipment Operator 2	Mechanic 2	Routemarker 3
Bridgeworker/Welder 3	Equipment Operator 3	Mechanic 3	
Bridgeworker/Welder 4			

Additionally, any classification for which a CDL becomes a necessary requirement during the term of this agreement shall be subject to the terms set forth herein.

Section 2. Should any employee who is required to maintain a valid CDL fail to do so, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a temporary voluntary reduction. If the Employer determines that a vacancy exists in a lower level classification for which the requesting employee is presently qualified to perform the essential duties of the position, without further training, the employee may be placed in the lower level position not requiring CDL licensure as a temporary voluntary reduction at the Employer's discretion.

Where the employee requests a reduction and the Employer, at its sole and exclusive discretion, determines a temporary reduction will not be offered, the employee shall be placed on a limited unpaid leave of absence, not to exceed thirty-six (36) months, or will be terminated from employment.

At any point should the Employer determine that the continuation of a temporary voluntary reduction is inconsistent with its operational needs, the employee may be placed on an unpaid

leave of absence due to his failure to remain appropriately qualified for his permanent job classification. All voluntary reductions are intended to be temporary in nature and may be limited or discontinued at the sole and exclusive discretion of the Employer. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

Section 3. The Employer agrees to reimburse any employee required to maintain an Ohio Commercial Driver's License as a condition of continued employment the difference between the cost of the renewal of a regular Ohio driver's license and the cost of an Ohio Commercial Driver's License, if any. Such reimbursement will be made only once during the term of this agreement to any employee eligible for such reimbursement. The affected employee must present evidence of a valid renewal along with a copy of the receipt indicating the cost of renewal in order to receive the reimbursement.

Section 4. The Department of Transportation Federal Highway Administration Rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation "Work Place Drug and Testing Programs" (49 CFR Part 40). The parties to this agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the County's independent authority under those rules. The County agrees to provide awareness training to all affected employees regarding the testing required by the rules, including random testing.

Section 5. Drug/alcohol testing required by the rules specified in Section 4 of this article shall be paid for by the County for bargaining unit employees, exclusive of pre-employment testing.

Section 6. Reinstatement. An employee who re-obtains the necessary licensure under this article and becomes insurable under Article 34 within a period of thirty-six (36) months will be reinstated to his former position.

ARTICLE 31 **CLASSIFICATION AND JOB DESCRIPTION**

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

ARTICLE 32
RULES AND REGULATIONS

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

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

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

Section 4. All rules established in accordance with Section 2 above shall be circulated among all employees, posted on department bulletin boards for a period of three (3) working days. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. Refusal by an employee to sign said acknowledgment shall be grounds for disciplinary action.

Section 5. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee's supervisor and/or the Safety Officer, or by the use of outside vendors for the conduct of awareness training.

Section 6. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

ARTICLE 33
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, in the months of March, June, September, and December, the Employer and/or his designee(s) shall meet with not more than four (4) employee Union representatives and up to two (2) non-employee representatives, if desired, to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. The specific date and time of the next meeting will be determined by the parties prior to the conclusion of each meeting.

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

A. Discuss the administration of this agreement;

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

Section 3. Whenever the purpose of a labor/management meeting is to discuss matters identified in Section 2 “B” and/or 2 “G” above, the Union staff representative shall be notified at least five (5) working days in advance of the scheduled meeting.

Section 4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 5. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay.

ARTICLE 34 **INSURABILITY OF COUNTY EMPLOYEES**

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

Section 2. Any employee who cannot qualify as insurable under the County's regular policy of insurance may be reduced or reassigned to another vacant position, at the Employer's discretion, the duties of which do not require insurability. At any time after the employee is reduced/reassigned to a vacant position, the Employer, at its sole and exclusive discretion, may place the employee on an unpaid leave of absence for any reason under Section 3 of this article or place the employee on layoff status.

Section 3. If there is no vacant position into which the employee can be placed under Section 2 of this article, or the Employer exercises its discretion not to place an employee in a vacant position, then the employee may request to be placed on a thirty-six (36) month leave of absence without pay. If at the end of the leave of absence the employee is still unable to be insured, he shall be terminated from his position for failing to remain qualified to perform the duties of his

position. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

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

ARTICLE 35 **HEALTH AND SAFETY**

Section 1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisor will correct unsafe working conditions and ensure that the safety rules are followed by the employee. The employee accepts the responsibility not to neglect or abuse his equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the working rules and safety regulations. All unsafe working conditions must be reported to the employee's supervisor as soon as said unsafe working conditions are known.

A specific reporting procedure shall be established for each work unit. The responsible supervisor shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee.

Section 2. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present and imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer and Safety Committee, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer and Safety Committee 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. The Safety Committee shall consist of the Safety Officer, three (3) additional Employer appointees, and four (4) bargaining unit members appointed by the Union. The Union shall provide to the Employer a list of its appointees.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all health and safety complaints and make recommendations for corrective action.
2. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles, and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
3. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 2 of this article.
4. Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.
5. Make such recommendations as it deems necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to drive the safety program. The Employer's responsibility is to coordinate its efforts and monitor 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, then any request for arbitration of a grievance on the complaint shall be held until the agency responds.

ARTICLE 36 **LIFE INSURANCE**

Section 1. The Employer will continue to provide a life insurance policy for each full-time bargaining unit employee. The benefit amount payable under such policy shall, upon the effective date of this agreement, be in the amount of fifty thousand dollars (\$50,000).

ARTICLE 37 **SEVERABILITY**

Section 1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any

official decision interpreting them. In the event that any provision of this agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

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

ARTICLE 38
JOB RELATED TRAINING

Section 1. The Employer will offer job related training opportunities (e.g., welding certification, wastewater operator licenses, ASE certification, etc.) to bargaining unit members. Members may request to enroll and receive these opportunities as they become available. Should an employee become aware of a job related training course/program that is not currently part of the list of opportunities offered by the Employer, they may submit a request to have the training course/program approved by the Employer and added to the available offerings. Any member approved by the Employer for job related training shall be required to adhere to the requirements as set forth herein.

Section 2. If the Employer approves job related training, the Employer will pay the cost of attendance and for any study materials required. Any employee who is offered and accepts Employer-paid training must continue to work for the Employer for five (5) years subsequent to the completion of training. If the employee leaves prior to the five (5) year period, he will be required to repay the Employer the costs for training in accordance with the following schedule:

Prior to 1 year:	100%
Prior to 2 years:	80%
Prior to 3 years:	60%
Prior to 4 years:	40%
Prior to 5 years:	20%

The Employer and employee shall enter into a written agreement prior to the commencement of training designating the terms of repayment, should repayment become necessary.

ARTICLE 39
LEAVE CONVERSION

Section 1. Retirement Conversion. A bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave. A bargaining unit employee hired after January 1, 2008, with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of two hundred fifty (250) hours of sick leave.

Section 2. Annual Conversion. An employee with the Lorain County Engineer's Office may elect to have the Employer buy back, once each calendar year, one hundred twenty (120) hours of accrued but unused sick leave at the rate of fifty percent (50%) and eighty (80) hours of accrued but unused vacation leave at full value. In order to be eligible for the sick leave sell back, the employee must maintain a minimum balance of three hundred eighty (380) hours after conversion. The leave sold back to the Employer shall be that which is earned in the previous year. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis. The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more leave than he would otherwise earn in a calendar year less any leave earned and used in the calendar year.

ARTICLE 40
INTERIM REPLACEMENT EMPLOYEES

Section 1. Interim Replacement Hires. Where an employee is placed on a leave of absence for any reason due to loss of insurability under Article 34 or CDL status under Article 30, the Employer may hire an interim replacement worker to perform the employee's normal position.

Section 2. Replacement Hire Job Status/Benefit Eligibility/Union Status. The interim replacement worker shall have the right to be paid the entry wage for the position only, but the Employer at its discretion may adjust that amount based on increases or wage supplements available to unit members (i.e., SEOP program) and subject to the limitations of the parties' agreement. The interim replacement worker shall be entitled to insurance benefits should he qualify for such and overtime pay for hours physically worked as is required under the Fair Labor Standards Act (FLSA), but shall have no other rights under the contract to sick leave, vacation, holiday pay, overtime rotations, or any other benefit. The Employer shall be able to schedule the interim replacement in accordance with the Agreement. The interim replacement will pay union dues or fair share fee in accordance with the Agreement. The interim replacement worker will be considered a probationary employee during the entire time that he is classified by the Employer, at its sole and exclusive discretion, as an interim replacement, and shall have no right to appeal any disciplinary action or job retention rights.

Section 3. Replacement Duration/Limitations. Regardless of the result or status of the normal employee's unpaid leave of absence (e.g., the employee becomes insurable, the employee does not become insurable, etc.), the Employer may at its discretion either discontinue the employment of the interim replacement at any time or elect to convert the replacement to a regular full-time employee. If the interim replacement worker is converted to regular full-time status prior to maximum usage period under this section, another interim replacement may be hired for the purposes of filling the balance of the interim replacement period. The duration that the Employer may classify an employee as replacement interim shall be limited to the greater of thirty-six (36) months or the length of the temporary leave of absence or voluntary reduction of the member for whom the interim replacement is brought in to cover plus thirty (30) calendar days. Nothing in this section precludes the Employer from declining to retain the interim replacement worker at the conclusion of the interim replacement period and subsequently offering the worker employment in another status with the office (e.g., part-time, etc.).

Section 4. Conversion to Full-time Status. In the event that an interim replacement is converted to regular full-time status, he shall not be required to serve a new probationary period. Service time for the purposes of vacation leave shall be based on the date that the worker began service with the Lorain County Engineer's Office as a replacement, interim employee. Seniority, however, shall only accrue from the date of hire as a regular full-time employee and shall not include any replacement interim service.

ARTICLE 41
DRUG AND ALCOHOL TESTING

Section 1. The current Drug and Alcohol Testing Policy of the Lorain County Engineer is, by reference, hereby made a part of this agreement.

ARTICLE 42
DURATION OF AGREEMENT

Section 1. This agreement shall be effective upon its execution and shall remain in full force and effect until midnight on December 31, 2015.

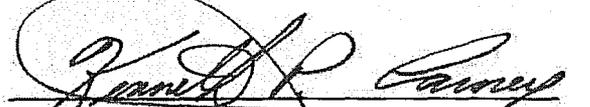
Section 2. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration, nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice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

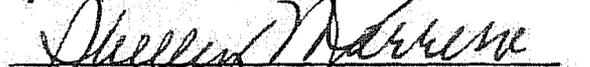
Section 3. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by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

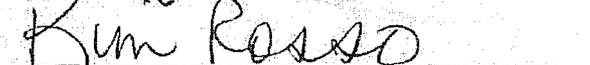
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 30TH of DECEMBER, 2013.

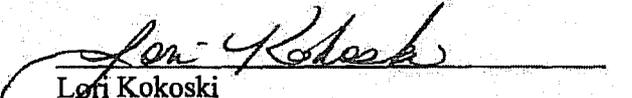
For The Lorain County Engineer

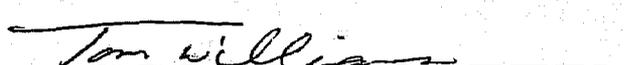

Kenneth P. Carney, Sr.
Lorain County Engineer


Shelly Madero
Business Administrator


Kim Rosso
Personnel & Payroll Officer


Ted Kalo
Lorain Co. Board of Commissioners


Lori Kokoski
Lorain Co. Board of Commissioners


Tom Williams
Lorain Co. Board of Commissioners

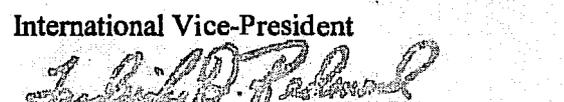
Approved As To Form:

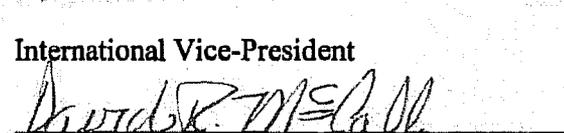
Gerald Jones, Assistant Prosecutor

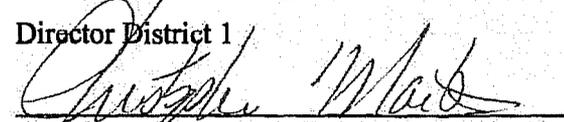
**For The United Steelworkers
Local #8845-1**


Leo W. Nessel
International President


Thomas Conway
International Secretary/Treasurer


Julius B. Reinhold
International Vice-President


David R. McCall
International Vice-President


Chris Martinez
Staff Representative


Wayne J. Doyle
Director District 1


Ted Kalo

APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION FORM

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

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

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

Employee's Signature

Date

Witness (Unit Payroll Officer)

APPENDIX B
GRIEVANCE APPEAL
STEP 1

Local 8845-1

Name of Employee _____ Grievance No. _____

Classification _____ Division _____

Nature of Grievance/Article and Section Violated _____

Statement of Facts _____

Relief Requested _____

Employee _____ Date _____

Steward _____ Date _____

Supervisor _____ Date Received _____

Supervisor's Answer Date _____

cc: Chief Steward

APPENDIX B
GRIEVANCE APPEAL
STEP 2

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed To Second Step By _____ Date _____

Reason For Appeal Of Article And Section Violated _____

Statement Of Facts _____

Relief Requested _____

Delivered By Steward To Division Manager

Steward _____

Date _____

Received By _____

Date _____

Division Manager's Answer _____

Division Manager _____

Date _____

cc: Chief Steward

APPENDIX B
GRIEVANCE APPEAL
STEP 3

Date _____ Grievance No. _____

Employee (Grievant) _____

Appealed To Third Step By _____ Date _____

Delivered By Steward To Lorain County Engineer

Steward _____ Date _____

Received By _____ Date _____

Lorain County Engineer Answer

Chairperson _____ Date _____

Appealed To Fourth Step By

_____ Date _____

Delivered By Staff Representative To Lorain County Engineer

_____ Date _____

Staff Representative _____ Date _____

Received By _____ Date _____

cc: Chief Steward

APPENDIX C
UNION REPRESENTATIVE TIME FORM

Union Official's Name _____
Date _____ Work Unit _____
Purpose _____
Requested Union Business Leave To Start _____ a.m./p.m. and End _____ a.m./p.m.

PLEASE DESIGNATE BELOW THE TYPE OF UNION BUSINESS YOU ARE REQUESTING:

UNPAID BY COUNTY

_____ **UNION ABSENCE** (Not To Exceed 5 Consecutive Days/Or 10 Days
(No. Hrs.) Upon Verbal Request Of The Union Ex: Conferences, General Meetings,
Conventions, Etc.)

PAID BY COUNTY

_____ **ADMINISTRATION OF COLLECTIVE BARGAINING AGREEMENT**
(No.Hrs.) (Not To Exceed 4 Hours Per Unit Per Calendar Month)
(Ex: Investigating Grievances, Meetings With Grievants,
Preparing For Labor/Management Meetings, Etc.)

_____ **ATTEND GRIEVANCE MEETING**
(No.Hrs.)

_____ **ATTEND PREDISCIPLINARY CONFERENCE**
(No.Hrs.)

_____ **ATTEND MEETING REQUESTED BY UNION AND/OR EMPLOYER**
(No.Hrs.) (Ex: Labor/Management Meetings)

• **MAXIMUM TOTAL OF 80 HOURS PER CALENDAR YEAR FOR
BELOW UNION LEAVE REQUESTS**

_____ **ATTEND NEGOTIATION MEETING _____ PREPARE FOR**
(No.Hrs.) **NEGOTIATIONS**
(No.Hrs.)

Signature of Supervisor

Signature of Employee

Signature of Steward

cc: Supervisor, Steward, Personnel Officer

APPENDIX D
SKILLED EQUIPMENT OPERATION PROGRAM

The maximum equipment operation supplement shall be one dollar and ninety-six cents (\$1.96) per hour for the duration of the agreement.

BRIDGEWORKER 1 AND 2

<u>Equipment</u>	<u>Amount Of Supplement</u>
Front End Loader	\$.21

BRIDGEWORKER/WELDER 1 AND 2

<u>Equipment</u>	<u>Amount Of Supplement</u>
Boom Truck	\$.35
Truck-Trailer Combination Vehicle	\$.35
Front End Loader	\$.21
Backhoe	\$.35

EQUIPMENT OPERATOR 1, 2, AND 3, LABORER

<u>Equipment</u>	<u>Amount Of Supplement</u>
Gradall	\$.35
Backhoe	\$.35
Grader	\$.35
Truck-Trailer Combination Vehicle	\$.35
Boom Truck	\$.35
Front End Loader	\$.21
Excavator	\$.35

ROUTEMARKER 1, 2, AND 3

<u>Equipment</u>	<u>Amount Of Supplement</u>
Front End Loader	\$.21
Line Striper	\$.35
Boom Truck	\$.35

WWTP LABORER, WWTP ASSISTANT OPERATOR, WWTP OPERATOR

<u>Equipment</u>	<u>Amount Of Supplement</u>
Backhoe	\$.35
Front End Loader	\$.21
Boom Truck	\$.35

MECHANIC 1, 2 AND 3, AND MASTER MECHANIC

<u>Equipment</u>	<u>Amount of Supplement</u>
Truck-Trailer Combination Vehicle	\$.35

APPENDIX E
RELATED JOB CLASSIFICATIONS FOR LAYOFF PURPOSES

Related Job Classifications:

Employees may exercise displacement within categories as identified below, provided that:

1. The employee possesses the qualifications for the job classification.
2. The employee has greater seniority than the employee to be displaced.
3. The employee requires no more than one (1) week of orientation to demonstrate proficiency.
4. The least senior employee is displaced.

The categories are identified below:

Category 1

Equipment Operator 1, 2, & 3
Bridgeworker/Welder 1 & 2
Laborer
Facility Utility Worker
Routemarker 1, 2, & 3
Storekeeper

Category 3

Telecommunications Technician
Laborer
Facility Utility Worker
Storekeeper

Category 2

Mechanic 1, 2, & 3
Master Mechanic
Laborer
Facility Utility Worker
Storekeeper

Category 4

AutoCad/Drafting Technician 1 & 2
Drafting Technician 1, 2, & 3
Survey Technician 1 & 2
Laborer
Facility Utility Worker
Storekeeper

SIDE LETTER OF AGREEMENT #1
Ten (10) Hour Work Day

The Lorain County Engineer, hereinafter "Employer," and the United Steelworkers on behalf of Local #8845-1, hereinafter "Union," do hereby agree to the following:

1. Notwithstanding the provisions of Article 15, Section 1, of the collective bargaining agreement between the parties, the Employer may implement a ten (10) hour work day in accordance with the provisions set forth herein. It is understood that the ten (10) hour work day was developed for the purpose of increasing efficiency by extending the work day during the time period when longer day light hours are available; and
2. Therefore, the implementation of the ten (10) hour work day by the Employer will not normally commence prior to March 15, nor extend beyond November 1, of any calendar year; and
3. The Employer agrees to notify the Chief Local Union Officer at least seven (7) calendar days in advance of the implementation date and cessation date, as applicable, of the ten (10) hour day work schedule.

This side letter of agreement shall be effective upon execution, and shall terminate December 31, 2012.

SIDE LETTER OF AGREEMENT #2
Building Maintenance Overtime

The Lorain County Engineer and the United Steelworkers, Local #8845-1, do hereby agree to the following:

The Employer agrees to issue any "building maintenance" duties on an overtime basis, when applicable, to the classifications listed below. These classifications are listed in the order to issue building maintenance overtime and within each classification to issue overtime by seniority.

Facility Utility Worker
Laborer
Equipment Operator 1

The overtime shall be distributed in the same manner as described in Article 15, Sections 3, 4, and 5.

This side letter of agreement shall be effective upon execution, and shall terminate effective December 31, 2012.

SIDE LETTER OF AGREEMENT #3
Health Care Notification

The Engineer agrees to request that the Board of County Commissioners provide a thirty (30) day advance notification of changes in carriers and/or third party administrator of the health care plan or any of its components. Such notification would be provided to the President of USW Local 8845 and to the staff representative.

SIDE LETTER OF AGREEMENT #4
Alternative Method of Selecting an Arbitrator

The purpose of this side letter is to clarify the procedure that the parties agree to follow when they attempt to mutually select an arbitrator as stated in Step 4, paragraph A, of the agreement.

1. Each party will prepare a list of seven (7) arbitrators and will present such list to the other party.
2. If there is more than one (1) name which appears on both lists, the parties will select the arbitrator from those names which appear on both lists through the use of the alternate strike method. If there is only one (1) name that appears on both lists, such person shall be considered the arbitrator.
3. If the above procedure fails to produce an arbitrator, each party will prepare a second list and will repeat the procedure. If the above procedure fails a second time, the parties will abandon their attempt to mutually select an arbitrator.

SIDE LETTER OF AGREEMENT #5
Part-Time Employees

The Lorain County Engineer, hereinafter "Employer," and the United Steelworkers, on behalf of Local #8845-1, hereinafter referred to as the "Union," do hereby agree to the following:

Should the number of part-time employees who are in bargaining unit classifications equal or exceed three (3), the parties agree that such employees will become members of the bargaining unit as soon as the parties agree to any changes necessary to the collective bargaining agreement in order to accommodate the inclusion of part-time employees.

Any benefits the parties agree that part-time employees are entitled to receive will be made effective retroactive to the date that the number of part-time employees in bargaining unit classifications equalled or exceeded three (3).

This side letter of agreement shall become effective upon execution of the agreement and shall terminate effective December 31, 2012.

SIDE LETTER OF AGREEMENT #6
Preemption of Statutory Rights

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

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

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
Article 8, Disciplinary Procedures	ORC 124.34
Article 9, Seniority	ORC 124.321 - 124.328
Article 10, Job Posting	ORC 124.27; 124.31
Article 12, Layoff & Recall	ORC 124.321 - 124.328
Article 15, Hours of Work/Overtime	ORC 4111.03
Article 17, Vacation	ORC 9.44; 325.19
Article 18, Holidays	ORC 325.19
Article 20, Court Leave	OAC 123: 1-34-03
Article 21, Leave of Absence	OAC 123: 1-34-01
Article 22, Disability Leave	OAC 123: 1-33-03; OAC 123: 1-34-01
Article 23, Sick Leave/Incentive Leave	ORC 124.38; 124.39
Article 25, Probationary Periods/ Performance Evaluations	ORC 124.27; OAC 123: 1-3-01

SIDE LETTER OF AGREEMENT #7
Printing of Contract

Following the effective date of this agreement, the Employer agrees to print or otherwise reproduce a copy of the agreement for existing and new bargaining unit employees. Within ninety (90) days after the effective date of the agreement, copies of the agreement will be provided to the Local President who will be responsible for distributing such during non-work time. The Employer further agrees to provide the Union with an electronic copy of the final agreement.

SIDE LETTER OF AGREEMENT #8
Political Action Committee (PAC)

The Lorain County Engineer and the United Steelworkers, on behalf of Local #8845-1, do hereby agree to the following:

The Employer will deduct Political Action Committee (PAC) contributions for active employees who have submitted authorization for such deductions from their wages. The employee will sign the deduction authorization form which will be provided by the Union, and will submit the form to the County Engineer or his designee. The County Engineer or designee will forward the authorization form to the County Auditor's Office. Upon receipt of the signed authorization form, the Auditor will deduct the contributions from the payroll check for the pay period following the pay period in which the authorization was received, and in which PAC is normally deducted by the Employer.

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

The Employer shall be relieved from making PAC deductions upon: (1) the employee's termination of employment, or (2) the employee's transfer to a job other than one covered by the bargaining unit, or (3) the employee's layoff from work, or (4) an approved leave of absence of the employee, or (5) the employee's revocation of the authorization. PAC deductions are subject to the approval of the County Auditor and shall be made during one (1) pay period each month.

Each eligible employee's written PAC deduction authorization shall be honored by the Employer for the duration of this agreement, unless the employee certifies, in writing, that the authorization has been revoked, at which point the deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union.

A check in the aggregate amount of the PAC contributions withheld from those employees authorizing such deductions shall be submitted to the Secretary-Treasurer of the USW PAC Fund within thirty (30) days of the date said deductions are made.

SIDE LETTER OF AGREEMENT #9
Wage Reopener

During the term of this agreement, should the Employer grant an increase in wages and/or benefits to non-bargaining unit employees which is greater than the wages and/or benefits provided to the bargaining unit under this agreement, the Employer agrees, upon the request of the Union, to meet and discuss such matter. After such meeting, the Union may, if it believes such is appropriate, request that the Employer reopen negotiations on the wage and/or benefit issue only.

After reviewing the Union's request to reopen, the Employer may either agree to reopen or refuse such request. If the Employer refuses such request, the Union agrees that such refusal shall not constitute the basis for either a grievance or an unfair labor practice charge. If the Employer agrees to the request to reopen negotiations, such shall be conducted in accordance with the procedures contained in Section 4117.14 of the Ohio Revised Code.

SIDE LETTER OF AGREEMENT #10
INSURANCE PREMIUMS

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

SIDE LETTER OF AGREEMENT #11
WORK DAY

The Lorain County Engineer, hereinafter "Employer," and the United Steelworkers, on behalf of Local #8845-1, hereinafter "Union," do hereby agree to the following:

1. That a crew required to work through the unpaid one-half (1/2) hour lunch period because of daily work load and work assignments may, as a whole, request to leave one-half (1/2) hour prior to the end of their normal work day.
2. Employees will continue to utilize the last fifteen (15) minutes of their shift as a clean up period, as is the current practice.

SIDE LETTER #12
UNION REPRESENTATION

Section 1. The Employer agrees that should a union delegate request unpaid leave under Article 14, Section 2, it shall continue to compensate the delegate as if he were still in paid status. However, this is contingent upon the union reimbursing the Employer in full for the total employee costs associated with maintaining the delegate in paid status.

Section 2. Should the union fail to reimburse the Employer within two (2) pay periods of such time off, the Employer shall dock the applicable delegate's paycheck until such time as all monies due the Employer have been recovered.