

STATE-EMPLOYMENT  
RELATIONS BOARD

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AN AGREEMENT

between

THE LAKE COUNTY COMMISSIONERS

on behalf of

THE LAKE COUNTY DEPARTMENT OF  
JOB AND FAMILY SERVICES

and

THE COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 4340, AFL-CIO

Effective: July 1, 2013

Expires: June 30, 2016

## INDEX

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Recognition .....	1
2	Non-Discrimination .....	1
3	No Strike - No Lockout.....	2
4	Management Rights .....	2
5	Union Leave.....	3
6	Union Representation.....	3
7	Discharge-Reduction-Suspension .....	4
8	Grievance Procedure.....	4
9	Probationary Period .....	7
10	Dues Deduction.....	8
11	Bulletin Boards .....	9
12	Time Clocks and Tardiness.....	9
13	Performance Evaluation.....	10
14	Personnel Record .....	11
15	Seniority.....	11
16	Promotional Procedure.....	12
17	Classification Titles .....	12
18	Working out of Classification.....	13
19	Educational Assistance .....	13
20	Job Training .....	14
21	New Jobs.....	14
22	Job Vacancies.....	14
23	Miscellaneous .....	16
24	Safety, First Aid and Training .....	16
25	Travel Policy.....	16
26	On Call.....	17
27	Labor/Management Committee .....	18
28	Overtime .....	18
29	Overtime – Premium Pay.....	19
30	Insurance .....	20
31	Benefit Eligibility.....	20
32	Personal Day .....	21
33	Bereavement Leave.....	21
34	Vacation Leave .....	22
35	Holidays .....	23
36	Sick Leave.....	23
37	Sick Leave Cash Out.....	25
38	Leave of Absence.....	26
39	Wage Rates .....	31

40	Educational Assistance .....	31
41	Disciplinary Action .....	31
42	Bad Weather Policy .....	32
43	Savings Clause .....	33
44	Layoff and Recall .....	34
45	Code of Ethics .....	35
46	Waiver in Case of Emergency .....	35
47	Total Agreement .....	35
48	Duration .....	36
	Appendix A	
	Appendix B	
	Appendix C	
	Appendix D	
	Appendix E	
	Appendix F	

PREAMBLE

This Agreement is hereby entered into by and between the Lake County Commissioners on behalf of the Lake County Department of Job and Family Services, hereinafter referred to as the "Employer" and the Communications Workers of America, AFL-CIO, Local 4340, hereinafter referred to as the "Union."

ARTICLE 1

RECOGNITION

1.01 The Employer hereby recognizes the Union as the sole and exclusive agent for bargaining wages, hours, and other terms and conditions of employment for all full and regular part-time employees listed in Appendix A, Section 1. The term "Employee" or "Employees," where used herein refers to all employees in the bargaining unit. Excluded from the bargaining unit are all those management, supervisory, confidential, seasonal, and casual employees as defined in O.R.C. 4117. et seq., including those employees listed in Appendix A, Section 2. Such recognition shall continue as provided by law.

1.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement.

1.03 The Employer and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

ARTICLE 2

NON-DISCRIMINATION

2.01 The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, creed, national origin, religion or disability.

The Employer and Union agree that union membership or non-membership is at the discretion of the employee and that neither the Employer nor the Union will discriminate against any employee because of such membership or non-membership, nor shall the Employer discriminate against any employee for any lawful Union activity.

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

ARTICLE 3

NO STRIKE - NO LOCKOUT

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

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

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

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Except to the extent expressly abridged by specific and sections of this Agreement, the Employer retains all of its rights, functions, duties and responsibilities to manage the Department of Job and Family Services.

These rights shall include, but not be limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of departmental operations;
4. Determine the overall methods, process, means, or personnel by which the department operations are to be conducted;
5. Suspend, discipline, demote, lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer;
10. Nothing in this Article is intended or to be construed to violate the terms of this Agreement.

ARTICLE 5

UNION LEAVE

5.01 For each year of the Agreement, the Union will be entitled to a total of twenty (20) unpaid leave of absence days for required attendance on behalf of the Union.

5.02 The Union will notify the Employer in writing at least five (5) work days prior to the use of Union leave.

5.03 In no event shall the Agency be required to allow more than one (1) employee of a division off at the same time for use of such Union leave more than two (2) times per contract year, unless agreed otherwise by the Director. Union leave shall generally be used in segments of not less than one-half (1/2) work day.

ARTICLE 6

UNION REPRESENTATION

6.01 The Employer agrees that no more than two (2) accredited representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon notification, with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 8, at the request of the Employer, and attend other meetings as required by this Agreement.

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

6.02 Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their office.

- A. Before meeting with an employee who may be filing a grievance, or before leaving his work area, he shall request permission from his immediate supervisor to investigate the grievance. Such requests shall not be unreasonably denied.
- B. When it is necessary for a Steward to enter a unit supervised by a supervisor other than his own, he shall report first to the supervisor in charge and advise him of the purpose of being there.
- C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available.
- D. Stewards shall process grievances with proper regard for the Employer's operational needs, and shall cooperate in good faith with the Employer in keeping to a minimum the time lost from work due to grievance handling.

6.03 The Union shall furnish the Employer a written list of names of the Union President, Vice President, and Secretary/Treasurer within thirty (30) days, and Stewards within seven (7) calendar days of the effective date of this Agreement.

In the event of change of President, Vice President, and Secretary/ Treasurer, the Union shall notify the Employer within seven (7) calendar days from the effective date of the appointment.

In the event of change of Union Stewards, the Union shall notify the Employer within seven (7) calendar days of the change.

#### ARTICLE 7                    DISCHARGE-REDUCTION-SUSPENSION

7.01    The removal, reduction, suspension or fine of more than three (3) working days of a non-probationary employee may be processed pursuant to the grievance and arbitration procedure. The reduction, fine, and/or suspension of a non-probationary employee of three (3) working days or less may be processed as a grievance by the non-probationary employee and authorized Union representative to Step Four, the Commissioner's level of the grievance procedure and shall not be arbitrable, except as set out in Paragraph 7.02 of this Article. Verbal and written reprimands may only be grieved to Step 3. Appeals of disciplinary action taken that results in loss of time or pay shall enter the Grievance Procedure at Step 3.

7.02    In the event a non-probationary employee has more than two (2) suspensions or two (2) fines of three (3) days or less in a rotating year, the third suspension or fine may be processed through the grievance procedure including arbitration. The arbitration process shall not review the merits of the previous disciplinary actions.

7.03    In the event that a grievance involving disciplinary action is processed through the arbitration step of the grievance procedure, the costs directly related to the service of the arbitrator shall be borne by the loser.

7.04    The grievance procedure shall be the sole and exclusive remedy in appealing disciplinary actions and the employee shall not have redress through the State Personnel Board of Review.

#### ARTICLE 8                    GRIEVANCE PROCEDURE

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

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

8.03 A formal grievance shall be reduced to writing. The Agency's internal mail service may be used for correspondences regarding grievances between stewards. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer.

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of the Union Representative

8.04 All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waiver one (1) or more steps of the grievance procedure and process the grievance at a higher step.

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

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

Step 1:

The Union Steward shall refer the written grievance to the appropriate supervisor within fourteen (14) work days of the occurrence which gave rise to the grievance. The supervisor shall have seven (7) work days in which to schedule a meeting with the Union representative. The supervisor shall investigate and respond in writing to the Union Representative within seven (7) work days following the meeting date.

Step 2:

If the grievance is not resolved in Step 1, the Union may refer the grievance to the Division Administrator within seven (7) work days after receiving the Step 1 reply. The Division Administrator shall have seven (7) work days in which to schedule a meeting with the Union Representative. The Division Administrator shall investigate and respond in writing to the Union Representative within seven (7) working days following the meeting.

Step 3:

If the grievance is not resolved at Step 2 or the grievance is an appeal from disciplinary action that results in loss of time or pay, the Union may refer the grievance to the Director or authorized representative within ten (10) work days after receiving the Step 2 reply. The Director or authorized representative shall have ten (10) work days in which to schedule a meeting with the Union representative. The Director or authorized representative shall investigate and respond in writing to the Union representative within ten (10) work days following the meeting.

Step 4:

If the grievance is not resolved at Step 3, the Union may refer the grievance to the Commissioners or authorized representative within twenty (20) work days after receiving the Step 3 reply. The Commissioners or authorized representative shall have fifteen (15) work days in which to schedule a meeting with the Union representative. The Commissioners or authorized representative shall investigate and respond in writing to the Union representative within fifteen (15) work days following the meeting.

Step 5 - Arbitration:

If the grievance is not satisfactorily settled in Step 4, the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within twenty (20) work days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed the grievance shall be considered resolved based upon the fourth step reply.

In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) work days after the rendering of the decision at Step 4 or a timely default by the employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) work day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

If the arbitrator determines the grievance within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be binding upon the Union and the Employer. All costs directly related to the service of the arbitrator shall be equally divided between the Employer and the Union except as provided in Article 7, Section 4, Discharge Reduction Suspension, of this Agreement. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this arbitration procedure. The individuals placed on this panel shall be: 1) James Mancini, Esq.; 2) Nels Nelson; and, 3) Dennis Minni.

## ARTICLE 9

### PROBATIONARY PERIOD

9.01 All newly hired employees shall serve an initial hire probationary period of one hundred eighty (180) days. Scheduled work days missed while an employee is in the probationary period shall not count toward completion of the probationary period. Such missed time shall be added to the probationary period.

Probationary periods for part-time employees shall be adjusted pro-rata to equal one hundred twenty (120) work days.

9.02 While serving in the initial hire probationary period, the Employer retains the sole and exclusive right to retain or remove said employees and such removal action shall not be subject to the Grievance Procedure Article herein contained or to the State Personnel Board of Review.

9.03 Probationary employees shall be entitled to Union representation while serving their probationary period.

9.04 Within five (5) working days following orientation, the Employer shall provide the Union with the name, address, phone number and position of the new employee. Within ten (10) working days, one (1) Union representative shall be provided up to fifteen (15) minutes during business hours for new employee orientation. One (1) non-employee Union Representative may attend such orientation.

9.05 Any regular employee who has successfully been selected for a promotion lateral or down classification change shall serve a probationary period. Promotional employees shall serve a probationary period of one hundred eighty (180) days. Classification changes considered lateral or down will serve a probationary period of ninety (90) days. Such period shall require that the employee actually work a minimum of two-thirds (2/3) of the period or extended to equal the minimum.

9.06 If an employee fails to demonstrate satisfactory ability to perform the duties required in a change in classification, the employee will be returned to his/her former position or a similar position in the same classification previously held at their previous rate and such return to the employee's former position shall not be subject to appeal through the grievance procedure herein contained or the State Personnel Board of Review.

## ARTICLE 10

### DUES DEDUCTION

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

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

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

10.04 The Employer shall be relieved from making dues deductions upon an employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) lay-off from work; or (d) an approved unpaid leave of absence; or (e) written revocation of the dues deduction authorization under Section 6 of this Article; or (f) upon termination of the Agreement.

10.05 It is specifically agreed that the Employer assume no obligation, financial or otherwise, arising out of the provisions of this Article and 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.

10.06 Employees who are members of the Union during the term of this Agreement and authorize dues deductions pursuant to the provisions of this Article shall have a thirty (30) calendar day period prior to the expiration date of this Agreement in which to revoke such dues deductions by giving written notice by personal service or certified mail return receipt to the Employer and president of the local Union. Other dues deduction revocations at any other time during the life of this Agreement by employees will not be honored by the Employer.

10.07 All existing employees who are not dues paying members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. All new employees, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

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

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

## ARTICLE 11

### BULLETIN BOARDS

11.01 The Employer agrees to provide the present space for the Union bulletin boards. Designated Union Representatives may, by appointment, have access to the bulletin board at the Caley Home.

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

11.03 All notices shall be posted by the designated Union Representatives. Union related information so long as the information is non-offensive, non-political, or not derogatory in nature may be posted. Any posting determined by the Director to violate the above, will be removed by a Union representative at the Employer's request.

## ARTICLE 12

### TIME CLOCKS AND TARDINESS

12.01 A time clock will be provided by the Employer to insure accurate and complete payroll records. The location and method of use will be developed by the Employer and distributed to the employees.

12.02 The time clock is to be used whenever an employee enters, or exits the building for lunch and rest breaks and any other times as the Employer directs the employee to register on the time clock.

12.03 All payroll calculations for tardiness shall be done in increments of one-fourth (1/4) hour (15 minutes).

Tardiness will be handled in the following manner:

- A. A five (5) minute grace period will be allowed upon the arrival at the beginning of the employee's assigned shift and the end of the lunch period. Employees arriving beyond the grace period shall be docked in increments of one-fourth hour (15 minutes). Reporting to work within the grace period, although not docked, shall constitute an instance of tardiness.

Employees arriving late from lunch beyond the grace or breaks shall be docked in increments of one fourth hour (15 minutes) with no grace period allowances for breaks.

- B. Excessive tardiness shall be subject to disciplinary action.

- C. Penalties may only be waived by the Director in extenuating circumstances.

12.04 An employee who fails to punch in or out at times designated by the Employer shall be subject to disciplinary action including discharge as set forth in the Disciplinary Action Article of this Agreement.

12.05 An authorized Union Representative shall have the opportunity, upon requesting specific time reports, to review these reports when a grievance is filed.

12.06 An employee who is ill and unable to report to work or for any other reason is going to be absent or late, shall so notify the personnel office and their supervisor prior to their scheduled starting time. Notification may be made by direct contact or by a voice mail message. A shift worker in a seven (7) day operation shall notify their supervisor within two (2) hours prior to their scheduled starting time.

## ARTICLE 13

### PERFORMANCE EVALUATION

13.01 Employees shall be rated or evaluated, with respect to performance efficiency, during the employee's probationary period, as determined by the Employer, and annually thereafter, unless mitigating circumstances require additional evaluations.

13.02 The first performance evaluation shall be completed within the probationary period. Subsequent evaluations may be completed within the probationary period.

13.03 All employees who have completed their probationary periods shall be evaluated annually, within thirty (30) days before or after their anniversary date of hire. If no evaluation is performed, the employee's performance will be deemed satisfactory for that evaluation period.

13.04 Each employee shall be evaluated by her immediate supervisor. If an employee has been reassigned to a new supervisor within one (1) month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from two (2) persons, both supervisors shall cooperate in and sign the evaluation.

13.05 The performance evaluation shall be used as a tool of supervision and training.

13.06 Upon completion of the performance evaluation form by the rater, the rater will discuss the evaluation with the employee. The employee shall sign the evaluation to indicate that she has received a copy of the completed form. The employee's signature merely indicates an acknowledgment that the employee has received a copy of the evaluation; it does not indicate agreement with its contents.

13.07 The Director shall review and if necessary, modify a rating to ensure accurate, fair and non-prejudicial evaluation. This will be done in the employee's presence.

13.08 An employee may disagree with an evaluation or any part thereof. If the employee wishes, they may attach a rebuttal signed by the employee within ten (10) work days of such evaluation or choose to review the evaluation with an appropriate supervisory representative.

#### ARTICLE 14

#### PERSONNEL RECORD

14.01 Upon appointment with the Personnel Officer, an employee shall have the right to inspect his personnel record. The employee may compile, date, and insert in said record a list of the documents he finds therein. That said employee shall have the ability to rebut material in file and the Personnel Officer will have cause to have the rebuttal placed in the personnel file when so requested by this employee.

An employee may receive copies of materials placed in his personnel record except specific confidential materials, employees shall be notified of any requests to review their personnel file, except those of law enforcement agencies or court subpoenas.

#### ARTICLE 15

#### SENIORITY

15.01 Seniority shall be an employee's uninterrupted length of continuous service with the Lake County Department of Job and Family Services. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of probationary period, seniority shall be retroactive to the date of hire.

15.02 Seniority shall be “terminated” when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from lay off within fourteen (14) calendar days from the date on which the Employer sends the employee notice by certified mail (to the employee’s last known address as shown on the Employer’s records) unless satisfactory excuse is shown.

ARTICLE 16 PROMOTIONAL PROCEDURE

16.01 Any employee may apply for a classification change when a position becomes available. An employee shall not have requested a voluntary demotion within the six (6) months immediately preceding the date of the posting, and shall not have experienced a probationary failure within six (6) months or a disciplinary suspension within the twelve (12) months immediately preceding the date of the posting. Further, employees must have served at least twelve (12) months in their existing classification in order to apply for the new position, unless such time is waived at the Employer’s sole discretion.

16.02 Criteria for selection shall be as outlined in Article 22, (Bargaining Unit Job Vacancies).

16.03 Effective date of a classification change shall be within thirty (30) calendar days after the selection. The employee will be notified in writing by the Employer as to the effective date of promotion.

ARTICLE 17 CLASSIFICATION TITLES

17.01 Designated classification titles and series codes shall be maintained for hire and layoff procedures. Working classification groupings shall be established as follows:

- A Skill Level 1, 2, 3
- B Skill Level 1, 2, 3
- C Skill Level 1, 2
- D Skill Level 1, 2

17.02 Specific designations of former title to working title classifications is set out in Appendix C. Pay rates shall be based on such working classification groupings as set out in Article 39 "Wage Rates".

17.03 Where applicable, duties of each designated working classification groupings shall be combined within the skill levels established.

17.04 Employee job assignment shall be made based on working classification groupings throughout the Agency. Such assignment may be done across supervisory or divisional lines within working classification grouping skill levels.

17.05 Employees will be eligible to bid laterally within a working group. Employees shall not be eligible to bid laterally within a working group to their same classification.

#### ARTICLE 18 WORKING OUT OF CLASSIFICATION

18.01 Working out of classification shall be an assignment to provide services in a different working classification grouping.

18.02 When the Employer temporarily assigns an employee to work in a higher working classification group, the employee shall be compensated at the higher rate of pay.

18.03 When the Employer temporarily assigns an employee to work in a lower working classification group, the employee shall maintain their present rate of pay.

18.04 Rate of pay as designated in Sections 2 and 3 above shall be the established rate of the position set out in Appendix D of this Agreement.

#### ARTICLE 19 EDUCATIONAL ASSISTANCE

19.01 As funds provided by the County-Wide Educational Assistance Program under the authority of the Commissioners are available, an employee may be eligible for reimbursement for expenses and tuition for job-related education courses, subject to the terms and conditions found therein.

19.02 The Supervisor and Director will determine the employee's request before submitting the request to the Board of County Commissioners for final approval.

19.03 The following requirements must be met for approval of request and for reimbursement of tuition fees and related expenses or reimbursement for attendance at conferences.

##### JOB-RELATED EDUCATION COURSES

- A. The Supervisor and Director must first approve the official request form before the employee registers for any classes.

- B. The course will further develop the employee's job skills and is a job-related education course after working hours.
- C. Employees will not be reimbursed for more than twelve (12) credit hours per year.
- D. Employees must submit a record for course completed with a passing grade of "C" or better.
- E. Employee must submit school record of charges for course completed (registration fee, tuition fee, and other related charges, if any) for reimbursement from County.
- F. No reimbursement will be given to County employees being reimbursed from other sources.

ARTICLE 20

JOB TRAINING

20.01 It is the Employer's intention to provide in-service programmatic training when a person is hired or transferred.

20.02 The Employer reserves the right to select training programs and the employees who will attend such programs or as required by the O.D.J.F.S. Employees who have such opportunities shall have expenses reimbursed, to allowable limits.

ARTICLE 21

NEW JOBS

21.01 If a title, position, or classification is established, changed, or modified during the term of this Agreement and, if not mutually agreed to between the parties for inclusion in the bargaining unit, clarification may be sought from SERB by either party.

21.02 The duties, characteristics, requirements, and base rate of pay for a new position or classification will be set by the Employer within parameters set out in Article 17 and Appendices C and D.

ARTICLE 22

JOB VACANCIES

22.01 Bargaining unit vacancies will be filled through one of several methods:

- 1. Preferred civil service list - If more than one (1) employee appears on the preferred list, deciding factors are as follows:
  - A. Must meet minimum job qualifications
  - B. Experience as relates to specific job (including previous job history)
  - C. Education as relates to specific job

- D. Evaluations (job performance)
  - E. Seniority
  - F. Work record
2. Bargaining unit vacancies without examination - if no preferred civil service list is available, but an eligibility list exists, a current employee may be selected if they meet the criteria and minimum job qualifications. Deciding factors are as listed in Section 1.

22.02 If Bargaining unit vacancies are not filled by Steps 1 or 2, position will be filled through a non-preferred civil service list.

22.03 Provisional hiring may be used when any position cannot be filled by Steps 1, 2 or 3. Any person applying and meeting minimum job qualifications may be considered. Deciding factors will be listed in Section 1.

22.04 Current employee applicants not selected shall be provided with a written notice of decision.

22.05 Any employee who accepts a new job position and later rescinds formally his/her acceptance, will not be considered for another position for a period of four (4) months.

22.06 In the event of temporary but longer than thirty (30) day absences/leaves of any employees, a temporary worker may be hired for the duration of the absence.

22.07 Whenever a vacancy in a position in the classified service is filled from other than an eligibility list, the employee is provisionally appointed, unless the employee was certified and serving in a classification other than in the same classification series.

22.08 Bargaining unit positions the Employer determines to fill, shall be posted and contain the following information:

1. Classification title
2. Pay range
3. Minimum qualifications
4. Person to contact if interested
5. Deadline for submitting applications
6. Number of positions available at the time of initial posting

The Employer shall give a copy of the posting to the Union prior to the posting.

## ARTICLE 23

### MISCELLANEOUS

23.01 Normal lunch periods last for one (1) hour and are scheduled according to the needs of the Employer. Employees shall be paid for one-half (1/2) hour of the hour lunch period. To the extent practical, the Employer will allow employees a total of two (2) paid fifteen (15) minute break periods which shall normally occur between the second and third hours of work, and, again, between the sixth and seventh hour of work.

On occasion, a flexible work schedule may be approved by an employee's supervisor. The current practice for hours of work and lunch period for the Caley Home shall be maintained.

23.02 It is the obligation of each employee to keep the Personnel Department advised of his or her current address and telephone number for the purposes of this statement, and the Employer shall rely on the last address supplied by an employee.

## ARTICLE 24

### SAFETY, FIRST AID AND TRAINING

24.01 The Employer will implement procedures providing the training necessary so that each employee is knowledgeable regarding fire and/or storm hazards, with drill procedures utilizing emergency lighting, location of maps on all the walls, fire extinguisher locations in use, etc.

24.02 Emergency telephone numbers will be posted prominently by all telephones and other central locations.

24.03 A joint Employer-Union Health Safety Committee shall be established. The Union shall select one (1) employee and one (1) non-employee representative to serve on a Joint Safety Committee, along with two (2) representatives selected by the Employer, to review and establish an ongoing Safety Program. The Committee shall meet every six (6) months or as jointly agreed.

## ARTICLE 25

### TRAVEL POLICY

25.01 Employees are to be reimbursed up to allowable limits for properly documented and approved expenses.

#### 25.02 - EMPLOYEE RESPONSIBILITY

Employees must submit monthly claims for reimbursement during the first three (3) days of the month immediately following the month in which the expenses were incurred. If the Expense Reports are received by Fiscal within the first three (3) working days of that month, the employees will be reimbursed for their travel expenses within thirty (30) days after submission. The Employer will not guarantee reimbursement within thirty (30) days on expense reports received after the third working day or for inaccurate or incomplete expense reports returned to employees for correction. The request for reimbursement must be submitted on approved and

provided Travel Expense Reports. Expense Reports must be signed by the employee's supervisor to be considered complete. In order to maintain Agency expenses on a current basis, all travel expenses must be submitted no later than two (2) months after the date of expenditure.

#### 25.03 - CERTIFICATION

When an employee signs the Travel Expense Report, he or she certifies that the statements made are true, and that the mileage listed was actually driven on County business and that the expenses incurred were in accordance with State and County regulations. It also certifies that the employee has liability insurance.

#### 25.04 - TRANSPORTATION OF CLIENTS

All transportation of clients and/or children is to be conducted via the use of an Employer car. In order to operate an Employer car, an employee must have a valid Ohio driver's license. Both employees and passengers of Employer cars are to follow all regulations as to the safe operation of the vehicle, adhere to all traffic and civil laws, utilize seat belts and child care seats, and to use good judgment regarding personal conduct. As an authorized driver of an Employer vehicle conducting Employer business, the employee is covered by liability insurance provided by the Employer.

25.05 Should it be necessary for an employee to use their personal automobile for Employer business, the employee will be reimbursed on a per mile basis according to Employer Policy. Insurance coverage on private vehicles being used for Employer business is not provided by the Employer.

25.06 All travel on Employer business, whether in an Employer or private vehicle, in or out of Lake County, must have prior approval.

#### 25.07 - OUT-OF-COUNTY TRAVEL

Employees are required to secure prior approval from their supervisor. Submission of such requests to the supervisor must be submitted five (5) days in advance of the planned travel, except in emergency situations.

### ARTICLE 26

#### ON CALL

26.01 Full-time employees required to be available by pager outside of their regularly scheduled workweek shall be entitled to receive compensation as follows:

Monday	4:30 p.m. – Wednesday	8:00 a.m. -	4 hours straight time
Wednesday	4:30 p.m. – Friday	8:00 a.m. -	4 hours straight time
Friday	4:30 p.m. – Monday	8:00 a.m. -	10 hours straight time

Holidays observed Monday through Friday, shall be covered by the employee scheduled at 4:30 p.m. on that day. The employee assigned that day shall be compensated an additional two (2) hours straight time pay. The initial on call schedule shall be selected by seniority on a rotational basis. Selections not made by a designated time shall be appointed by the Employer.

These employees will also be compensated within the rules governing overtime for any time that they are actively engaged in providing any service.

A cell phone is available as well as a Caley County car if transportation is required, with mileage reimbursement to and from Caley.

26.02 If any Social Worker is contacted at home directly by a client, community member or agency, they are to refer the call to the child abuse hotline for screening. If an emergency exists, the worker will be notified and compensated within the rules governing overtime for any time that they are actively engaged in providing any service. Efforts will be made to (1) carefully screen calls, and (2) pre-determine circumstances that will result in an emergency telephone call.

## ARTICLE 27 LABOR/MANAGEMENT COMMITTEE

27.01 A Labor/Management Committee shall be established to discuss matters of mutual concern within the Department.

27.02 The Committee shall consist of two (2) representatives of the bargaining unit and two (2) representatives of the Employer. Both parties shall have the opportunity to have one (1) additional representative from outside the Agency participate as a Committee Member.

27.03 The parties shall meet not less than once every two (2) months or as jointly agreed. The parties shall agree to meet within forty-five (45) days of the signing of this Agreement.

27.04 The parties further agree to discuss employee work rules within the Agency which are not programmatic procedures, policies, standards or rules.

27.05 The result of such meetings shall not alter the provisions of this Agreement, nor shall such meetings be construed as continued negotiations on terms and conditions as set out in this Agreement.

## ARTICLE 28 OVERTIME

28.01 The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees in accordance with their seniority within the affected unit, except when it is necessary for a specific individual to work the overtime. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the Employer shall assign the overtime work to employees within the classification within the unit involved who are qualified to perform the work in question, and employees must work such overtime when assigned.

A record of all overtime hours worked by each employee shall be recorded on a list by the Personnel Department and all employees including the steward shall have the list made available upon request.

28.02 Overtime initially refused by all Youth Leaders at the Caley Home will become mandatory and assigned on a rotational basis each quarter (3 months), starting with the least senior Youth Leader and rotated up the seniority list, with the list repeated as necessary.

## ARTICLE 29

### OVERTIME - PREMIUM PAY

29.01 The Employer will post a three (3) week schedule for youth leaders at the Caley Home seven (7) to ten (10) days prior to the first shift of the schedule. All requests for vacation time and personal days must be submitted prior to the schedule being posted. Requests for vacation time and personal days submitted after the schedule being posted may be granted at the sole discretion of the Employer. Youth leaders are exempt from 34.06.

29.02 All employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) week during the period provided for. To the extent practical, the Employer will attempt to avoid scheduling employees to work more than eight (8) hours in any twenty-four (24) hour period when preparing the posted work schedule.

29.03 An effort will be made to ensure that employees working overtime in the first week of a pay period will be compensated for said overtime in the pay check for that pay period.

29.04 For the purpose of computing overtime pay, only holidays, personal days, union time and vacations will be counted as time worked when computing overtime pay.

#### 29.05

- A. Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of straight time holiday pay, regardless of whether they work on the holiday. Part-time employees are entitled to holiday pay for which they would normally have been scheduled to work. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay.
1. When calculating overtime for a calendar week which includes a holiday, the automatic eight (8) hours of holiday pay must count as paid status regardless of whether or not the employee worked on such holiday.
  2. If a holiday occurs during a period of vacation leave of an employee, the employee shall draw normal pay and shall not be charged vacation for the holiday.
  3. An employee on leave of absence is on no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday.

4. An employee in no-pay status shall not receive holiday compensation.
- B. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.
- C. An employee who is absent without approved leave for any work day for which he was scheduled to work shall be placed on no-pay status for a period of time from the end of the last work day on which the employee was present until the employee returns to work.
- D. An employee will not receive holiday pay unless the employee actually works or utilizes approved vacation leave, personal leave, Union leave, pre-approved sick leave, or provides medical documentation from a physician justifying such sick leave, and that the employee was examined by the physician the work day immediately preceding or after such holiday.

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

#### ARTICLE 30 INSURANCE

30.01 The Employer shall offer hospitalization, medical, and dental insurance to all eligible employees covered by this Agreement, in the same manner as provided under the county-wide insurance plan and in accordance with County health insurance policies and procedures. The County may modify the benefits provided by such plan, providing such plan is modified in the same manner on county-wide basis.

30.02 The Employer shall pay one hundred (100%) percent of the premiums for group term life insurance in the amount of twenty thousand (\$20,000.00) dollars for each employee.

30.03 At the employee's option, additional life insurance may be purchased by employees in accordance with Employer and provider policies.

#### ARTICLE 31 BENEFIT ELIGIBILITY

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

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

31.03 Newly hired employees shall not accrue or be entitled to sick leave credit. Upon successful completion of the new hire probationary period, the employee shall retroactively be credited with such amount they would have accrued during such period.

## ARTICLE 32

### PERSONAL DAY

32.01 The Employer will grant the use of five (5) sick days per contract year, to be used as employee's personal days. One (1) of these days may be used in increments of one (1) hour and the remaining four (4) days can be used in increments of four (4) hours. To be eligible for such use, an employee shall have an accrued sick leave bank of not less than sixty (60) hours after the actual utilization of such personal leave.

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

## ARTICLE 33

### BEREAVEMENT LEAVE

33.01 In the event of the death of an employee's spouse, mother, father, child, brother, sister, grandparent, step-child, grandchild or significant other person who lives in the same household, the Employer will grant three (3) days funeral leave with pay, not to be charged to an employee's sick leave. An additional three (3) day leave may be granted, charged against accumulated sick leave, vacation, or without pay if no sick leave is available.

33.02 In the event of the death in the immediate family, an employee will be granted a five (5) day leave of absence with pay to be charged at the employee's option against his accumulated paid sick leave or vacation time. For such purpose, the immediate family shall be considered to be a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, loco parentis.

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

33.04 An employee may request an extension of the above stated time limits to be charged against paid sick leave or vacation time.

ARTICLE 34

VACATION LEAVE

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

<u>Years of Service</u>	<u>Yearly Entitlement</u> <u>(BASED ON NUMBER OF HOURS PAID</u> <u>THE PREVIOUS CALENDAR YEAR)</u>
Less than 1 year	-0-
1 year but less than 8 years	(3.1 hr. per 80 hr. pay period)
8 years but less than 15 years	(4.6 hr. per 80 hr. pay period)
15 years but less than 25 years	(6.2 hr. per 80 hr. pay period)
25 years or more	(7.7 hr. per 80 hr pay period)

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

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

34.04 The Employer agrees that a minimum of one (1) employee in each supervisory unit shall normally be allowed off work each calendar week on vacation or personal leave. (Caley Receiving Home shall be considered as one (1) supervisory unit for the purposes of this Article).

34.05 Vacation leave shall be scheduled on an annual basis in each supervisory unit.

Vacations shall be selected by seniority, the most senior employee having the right to select first. Vacation leave selection shall be completed by February 28th of each year.

34.06 Use of other unscheduled vacation time will be awarded by seniority on a first come, first serve basis. Vacation time will normally be requested five (5) working days in advance and approved by the Employer. In the event of unusual circumstances, a shorter notice may be sufficient. After a request is made to use vacation time, the employee will be notified of approval, or the Employer's decision normally within five (5) working days.

34.07 Once the vacation time is selected and approved within the supervisory unit, the schedule is guaranteed, unless there is a declared emergency directly affecting the Lake County Department of Job and Family Services.

34.08 It is required that the vacation time be accrued before it is actually scheduled or used. Vacation time will be granted in increments of not less than one-half (1/2) hour.

34.09 Employees will be paid in full for all unused accrued vacation leave time when they are separated from employment.

34.10 If the receiving Appointing Authority of another agency agrees, vacation may be transferred between Appointing Authorities.

## ARTICLE 35

### HOLIDAYS

35.01 The following paid holidays shall be granted to the employees:

- New Years Day (January 1st)
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- Washington/Lincoln Day (3<sup>rd</sup> Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

35.02 Employees may utilize vacation time, personal time, or leave without pay for the Day after Thanksgiving. The Employer will allow the most employees possible the day off, which will be determined by work necessity and may vary by divisions.

35.03 In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Holidays of seven (7) day operations shall be observed on the day in which they fall.

35.04 Employees working at the Caley Home who actually work more than eight (8) hours on a holiday shall receive double time for those hours worked in excess of eight (8) hours, providing such time is in excess of forty (40) hours in that week.

## ARTICLE 36

### SICK LEAVE

36.01 All employees, whether full-time or part-time, are entitled to earned Sick Leave with pay, upon completion of the new hire probationary period.

Employees earn Sick Leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Credit is given for all time in active pay status, including Vacation and Sick Leave, but not for time on Leave of Absence Without Pay.

Sick Leave is charged in minimum units of one-half (1/2) hour for the first hour, and then charged as used. The employee shall be charged for Sick Leave only for days upon which they would otherwise have been scheduled to work.

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

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family (refer to Bereavement Section).
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family\* by an appropriate practitioner where the employee's presence is reasonably necessary.

\*Definition of Immediate Family for death in the immediate family:  
Mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse, step-parents and children, and significant other, or a legal guardian.

Definition of Immediate Family for sickness or injury in the Immediate Family: Spouse, children, parent, step parents, step children, or minor child where the employee is legal custodian or guardian.

An employee who becomes eligible for Workers' Compensation payment or loss of time may choose whether to use her Sick Leave before such payments are made.

#### 36.02 - PROCEDURE

An employee who is ill and unable to report to work shall so notify the personnel office and their supervisor prior to their scheduled starting time, except for unusual circumstances beyond their control. Notification may be made by direct contact or by voice mail message.

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

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

### 36.03 - ABUSE OF SICK LEAVE

Situations where an employee does have Sick Leave accrued to cover an absence and there are indications of the abuse of sick time, either on an individual case or by virtue of a pattern, the Employer has the right to challenge the use of this time under abuse of sick leave. Employees failing to comply with the Sick Leave rules and regulations shall not be paid. The abuse or patterned use of sick leave shall be grounds for disciplinary action which may include dismissal.

After more than two (2) continuous working days of illness, a physician's certificate may be required.

After four (4) undocumented occurrences within any twelve (12) month period, a physician's certificate may be required.

### 36.04 - TRANSFER OF SICK LEAVE CREDITS

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

- A. The time between separation and reappointment does not exceed ten (10) years.
- B. That written verification thereof is obtained by employee and given to the personnel Officer.
- C. Cash payment was not received for balance of sick leave.

The words "public agency" as used herein include the State, Counties, Municipalities and all Boards of Education.

## ARTICLE 37

### SICK LEAVE CASH-OUT

37.01 The schedule for the payment of accrued unused sick leave through December 31, 2015, is based upon nine hundred sixty (960) hours and is outlined in Section 2 below.

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

LAKE COUNTY POLICY PAYMENT SCHEDULE  
 FOR  
ACCRUED UNUSED SICK LEAVE

<u>Year of Employment with Lake County</u>	<u>Percentage of Accrued Unused Sick Time (Hours)</u>	<u>Not to Exceed Maximum Number of Hours</u>
From 5 <sup>th</sup> year thru 9 <sup>th</sup> year Inc.	25 percent	240 hrs. = 30 days
From 10 <sup>th</sup> year thru 14 year Inc.	50 percent	480 hrs. = 60 days
From 15 <sup>th</sup> year thru 19 <sup>th</sup> year Inc.	60 percent	576 hrs. = 72 days
From 20 <sup>th</sup> year thru 24 <sup>th</sup> year Inc.	70 percent	672 hrs. = 84 days
From 25 <sup>th</sup> year thru 29 <sup>th</sup> year Inc.	80 percent	768 hrs. = 96 days
From 30 <sup>th</sup> year thru 34 <sup>th</sup> year Inc.	90 percent	864 hrs. = 108 days
From 35 <sup>th</sup> year or over	100 percent	960 hrs. = 120 days

37.03 Effective January 1, 2016, employees who have completed not less than ten (10) years of full-time employment with the Employer whose employment is terminated due to death, retirement or resignation shall be entitled to receive a payment equal to fifty (50%) percent of their accumulated unused sick leave not to exceed a maximum payment of four hundred eighty (480) hours.

ARTICLE 38 LEAVE OF ABSENCE

38.01- FAMILY/MEDICAL LEAVE

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

38.02 The Employer may grant in addition to Family/Medical Leave covered in Section 1 of this Article, a leave of absence without pay to an employee. An employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates which such leave is being requested. All sick leave must be exhausted prior to any leave without pay (if medical). All other paid leave, except for twenty-four (24) hours of vacation time, must be exhausted prior to any leave without pay.

38.03- LENGTH OF LEAVE

Upon written request, leave may be granted for any personal reason. Renewal or extension beyond the maximum allowed shall not be granted.

#### 38.04 - PERSONAL LEAVES

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

#### 38.05 - ABUSE OF LEAVE

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee.

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation to the Employer or his designee, may be removed from the employment of Lake County. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

#### 38.06 - RETURN TO SERVICE

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

#### 38.07 - CIVIL SERVICE EXAMINATIONS

A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participating in any tests given for the employee's classification during such leave and may be replaced from an eligible list.

#### 38.08 - SERVICE CREDIT

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

The employee is responsible for the cost of insurance benefits while on an approved unpaid leave of absence except as provided under the Family Medical Leave Act.

#### 38.09 - PROBATIONARY PERIOD OF AN EMPLOYEE ON A LEAVE WITHOUT PAY

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

### 38.10 - PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

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

- A. Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If an employee is unable to return to active work status within six (6) months, the employee will be terminated. Such leave shall not include time being requested for purposes of childcare following the recovery of the employee.
- B. Physician's Certificate. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.
- C. Sick Leave Usage. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as certified by a physician.

### 38.11 - CHILD CARE

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of childcare. All requests for leave of absence without pay for purposes of childcare shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of childcare shall be considered on the same basis as that of a biological parent under similar circumstances.

### 38.12 - COURT LEAVE

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

- A. Is summoned for jury duty by a court of competent jurisdiction, or
- B. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action and such appearance is due to the employee's work on behalf of the Employer.

- C. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Fiscal Department in order to receive regular pay excluding reimbursement for meals or mileage.
- D. Any employee who is appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles. The employee must furnish proof to the Employer of the Court notification of the scheduled hearing and/or subpoena.

### 38.13 - MILITARY LEAVE WITH PAY

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service or field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year.

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

### 38.14 - MILITARY LEAVE WITHOUT PAY

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

- A. The provisions of this rule do not apply to an employee who re-enlists while on active duty, or to a commissioned officer who voluntarily enters on extended active duty beyond that required by the acceptance of a commission. Upon re-enlistment or commencement or voluntary extended duty, the employee is not eligible for reinstatement.

### 38.15 - MEDICAL LEAVE

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

- A. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.
- B. Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such laws.
- C. Reinstatement. The employee requesting reinstatement from a medical leave upon the submission of appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists, and must show that the employee has recovered sufficiently from the disabling illness, injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.
- D. Failure to be Reinstated. An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

#### 38.16 - CIVIL SERVICE EXAMINATION TEST LEAVE

Employees shall be allowed necessary time off to compete in any State of Ohio Civil Service examination.

Time off without loss of pay shall be limited to those provisional employees required to take the examination in their current classification.

Employees shall be allowed necessary time off to compete in a civil service examination that will be used for Lake County Department of Jobs and Family Services positions. The Employer will grant the use of one (1) accrued personal day per year for this purpose, provided the employee has the time at such request.

In all instances, a statement of participation must be attached to the Employee's time sheet. Failure to attach the participation notice will result in a payroll deduction (OWA). A statement of participation will be given out by the Department of State Personnel at the examination site upon request by the employee. Any additional or non-related examination will require the use of vacation or personal day in accordance with those sections.

ARTICLE 39

WAGE RATES

39.01 All employees shall be paid the rates set forth in Appendices D, E and F. Employees successfully applying for a position that is a demotion shall be compensated at the rate established in the wage scales. Lateral classification changes will receive the same rate of pay. Employees successfully applying for a promotion shall receive the rate assigned to the classification as set out in the wage scales.

39.02 New employees shall be placed at the probationary rate established for the classification they are hired. Upon completion of such probationary period, they shall move to Step 2 of the wage scale and, on an annual basis, to each succeeding step of the wage scale. The Employer may pay a new employee at a higher step not to exceed Step 3, based on the employee's experience or recruiting considerations.

39.03 The translator's supplement shall be seventy-five (75¢) cents per hour.

39.04 Employees who are employed by the Employer with not less than five (5) years seniority on December 1, 2013, 2014 and 2015, shall receive a payment of two hundred fifty (\$250.00) dollars, which shall be paid in the payroll for December 1<sup>st</sup> 2013, 2014 and 2015.

ARTICLE 40

EDUCATIONAL ASSISTANCE

40.01 Employees working in classifications contained in Group A of Appendix C who document for the Employer that they have attained a Masters Degree or higher are entitled to have an additional seventy-five (\$0.75) cents per hour added to their base rate of pay.

40.02 Employees working in classifications contained in Groups B and D (skill level 2) of Appendix C who document for the Employer that they have attained a Bachelors Degree or higher are entitled to have an additional fifty (\$0.50) cents per hour added to their base rate of pay.

40.03 Employees working in classifications contained in Groups B, C or D of Appendix C who document for the Employer that they have attained an Associate's Degree or higher are entitled to have an additional twenty-five (\$0.25) cents per hour added to their base rate of pay. Such amounts shall not be pyramided.

ARTICLE 41

DISCIPLINARY ACTION

41.01 Disciplinary action or measures shall normally be progressive subject to the rules and regulations of the Employer. The steps normally used:

1. Cautionary/Verbal
2. Written Reprimand/Warning
3. Suspension, Fine or Demotion

#### 4. Removal/Termination

Progressive disciplinary action may be imposed upon an employee for just cause without regard to categories. Immediate action may be taken where necessary for serious infractions, intoxication, insubordination, fighting, etc., without progressive disciplinary action.

41.02 At any meeting between a management representative and an employee in which disciplinary action (including verbal or written reprimands, suspension, fines, demotion or discharge for cause) is to be announced, or is the subject of an investigatory interview that may lead to discipline, the employee shall be advised that he may have Union representation. The Chief Union Steward may request a copy of any disciplinary action. A fine shall not exceed five (5) days pay, and shall only be used as a form of disciplinary action for offenses related to time and attendance.

41.03 If the Employer has reason to discipline an employee, it shall be done in a business-like manner in order to avoid embarrassing the employee before other employees or the public.

41.04 Records of any verbal or written reprimands will cease to have force and effect or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period. Records of any suspension or fine of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures three (3) years after the effective date of the suspension, providing there are no intervening suspensions during the period. Records of any suspension or fine greater than three (3) days will cease to have force and effect or to be considered in future disciplinary measures five (5) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

41.05 No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

#### ARTICLE 42

#### BAD WEATHER POLICY

42.01 When the Employer declares an emergency that affects employees so they do not have to report to work until a certain time, or should the emergency cause the closing for the day, the employees shall be credited as time worked for those hours declared emergency.

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

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

42.03 When the Employer determines that a staggered and/or early dismissal is appropriate, the individual(s) may be granted this time provided they designate the use of either vacation time or leave without pay.

42.04 In an attempt to clarify Declared Emergency Days and compensation for such occurrences, the parties agree to the following, in conjunction with the provisions of Article 42.

- A. The Employer reserves the right to determine if an event is considered a declared emergency, such as weather conditions or mechanical failures, which affects the work schedules of its employees.
- B. The Employer reserves the right to determine if the emergency causes the closing of a department, division, location, shift, work week, or any part of such designations. Employees may be reassigned to work in a different location or department in the event of partial closures. Where such partial closure occurs, employees who are required to remain or report to work "to cover the emergency" shall be compensated pursuant to the provisions of the contracts governing compensation.
- C. Events such as riots, civil disorders, earth quake, tornado, flood, nuclear disaster, or other similar events that are catastrophic in nature, shall not be considered a declared emergency under the terms of the agreement that requires compensation.
- D. In cases where the Employer designates a portion of a shift as a declared emergency, employees may be required to report to work at designated times.
- E. When the designated emergency hours are at the end of a shift, employees who fail or failed to report for the designated portion of working hours shall not be eligible for compensation for hours credited as emergency hours.
- F. When the designated emergency hours are at the beginning of a shift, employees who would have been scheduled to work, and have not scheduled such time off for any reason, shall be eligible for compensation provided they report to work at the appropriate time designated for the remainder of the shift.
- G. Employees who fail to report for the remainder of the shift may receive compensation for the day or a portion of the day by designating payment from accrued personal day if four (4) or eight (8) hours and/or accrued vacation.

#### ARTICLE 43

#### SAVING CLAUSE

43.01 If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes and regulations of the United States of America, the State of Ohio and other competent, legal authorities and jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

#### ARTICLE 44

#### LAYOFF AND RECALL

44.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.

44.02 Employees within affected job titles/classifications shall be laid off according to their relative seniority with the least senior being laid off first, providing that all students, temporary, seasonal, part-time, and probationary employees within the affected job titles/classifications, are laid off first in the above respective order.

44.03 Employees who are laid off from one job title/classification may displace (bump) the employee with the least seniority in an equal or lower rated job title/classification within his classification series. An employee may displace (bump) an employee in a lower job title/classification within his classification series providing the employee is immediately capable of performing the job duties of such position. If the employee lacks the seniority to displace (bump) within his classification series, he may displace (bump) the employee with the least seniority in another work area who occupies an equal or lower rated job title/classification, providing the employee is qualified for the position and is immediately capable of performing the job duties of such position.

44.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) the employee with the least seniority in their classification series, pursuant to the provisions of paragraph 45.03, above.

44.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title/classification is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

44.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

44.07 Employee(s) who are scheduled for lay off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

44.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

44.09 Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

44.10 Violations of this Article are appealable only through the grievance procedure herein contained.

#### ARTICLE 45 CODE OF ETHICS

45.01 Case records, financial records and statistical records maintained by the Agency are confidential. Federal and State laws restrict the use or disclosure of information concerning applicants and recipients of public assistance. Case records are available to authorized personnel only.

#### ARTICLE 46 WAIVER IN CASE OF EMERGENCY

46.01 In case of emergency such as natural disasters, riot, flood, civil disorder, etc., but excluding strikes, the following conditions of the Agreement shall be automatically suspended without recourse from the Union upon declaration of said emergency by the Governor of the State of Ohio or the Employer.

- A. Time limits for grievance processing.
- B. All practices relating to the assignment of work to all employees.
- C. Limitations and distribution of overtime.

46.02 At the conclusion of such declaration of state emergency, all above requirements suspended above shall be reinstated.

#### ARTICLE 47 TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 48

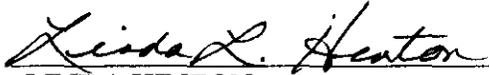
DURATION

This Agreement shall become effective July 1, 2013, and continue in force until June 30, 2016. Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the termination date of this Agreement.

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

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

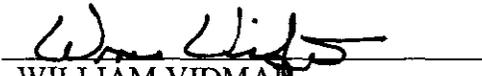
FOR THE UNION:



LINDA HINTON  
DISTRICT 4 VICE PRESIDENT



MICHAEL PLEZIA  
PRESIDENT, LOCAL 4340

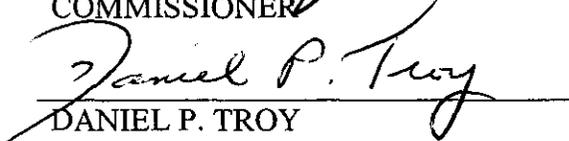


WILLIAM VIDMAN  
BUSINESS AGENT

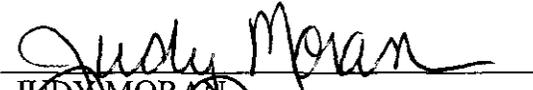
FOR THE EMPLOYER



ROBERT E. AUFULDISH  
COMMISSIONER



DANIEL P. TROY  
COMMISSIONER



JUDY MORAN  
COMMISSIONER



MATTHEW BATTIATO, DIRECTOR  
LAKE COUNTY DEPARTMENT OF  
JOB AND FAMILY SERVICES

## APPENDIX A

### Section 1.

The bargaining unit shall consist of all employees in all classifications listed below except for those listed as excluded in Section 2 below:

#### INCLUDED:

Account Clerk 1, 2; Cashier 1; Clerk 1/Case Control Case Records; Clerk 2; Clerical Specialist/Payment Control; Cook 1; Data Entry Processor 2; Employment Service Interviewer; Family Service Aide 2/Homemaker; Income Maintenance Aide 1 & 2/Receptionist; Income Maintenance Worker 2 & 3/Caseworkers /Interviewers; Investigator 2; Mail Clerk/Messenger; Office Machine Operator 1, 2; Social Service Aide 2/Receptionist/Transportation; Social Service Worker 2, 3, & 4/Investigators/Interviewers; Statistics Clerk; Support Officer 1; Telephone Operator 1; Typist 2; Youth Leader 1/Child Care Workers.

### Section 2.

#### EXCLUDED:

Clerical Specialist 3, Clerical Specialist 4, Account Clerk Supervisor, Purchasing Assistant, Purchasing Agent, Purchasing Agent Supervisor, Youth Leader Supervisor, Administrative Assistant, Administrative Assistant Supervisor, Human Resources Officer, Human Resources Administrator, Assistant Program Administrator, Program Administrator, Clerical Supervisor, Fiscal Specialist, Fiscal Supervisor; Business Administrator, Accountant, MIS Specialist 1, MIS Specialist 2, MIS Manager, Eligibility Case Control Reviewer, Eligibility/Referral Supervisor 1, Eligibility/Referral Supervisor 2, Case Manager/Investigator Supervisor 1, Case Manager/Investigator 2, Social Services Supervisor 1, Social Services Supervisor 2, Program Specialist, Community Support Coordinator, Hearing Officer, Attorney, Assistant County Job & Family Services Administrator, County Job & Family Services Administrator, Human Resources Assistant, Public Information Specialist and MIS Supervisor.

APPENDIX B

I hereby authorize the County to deduct from my earnings, the regular monthly dues in the amount certified by the Secretary/Treasurer of the Communications Workers of America, AFL-CIO, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective agreement between the County of Lake and the Union. This authorization may be canceled in accordance with the terms and conditions of the Collective Bargaining Agreement.

\_\_\_\_\_  
Wage Rate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Hire

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

## APPENDIX C

### Working Classification Grouping

#### GROUP A

Skill Level 1	Social Services Worker 2
Skill Level 2	
Skill Level 3	Social Services Worker 3

#### GROUP B

Skill Level 1	
Skill Level 2	
Skill Level 3	Income Maintenance Worker 3, Support Officer 1, Investigator 2 and Employment Services Counselor.

#### GROUP C

Skill Level 1	Account Clerk 1, Clerk 1, Mail Clerk Messenger, Cashier 1, Office Machine Operator 1
Skill Level 2	Account Clerk 2, Typist 2, Data Processor 2, Clerical Specialist

#### GROUP D

Skill Level 1	Cook 1
Skill Level 2	Youth Leader

APPENDIX D

(Effective July 1, 2013)

Bargaining Unit Employees' Salary Schedule

	<u>Step 1</u> <u>Prob.</u>	<u>Step 2</u> <u>Non-Prob.</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u> <u>(New)</u>
<u>GROUP A</u>					
Skill Level 1	16.17	16.95	17.61	18.29	18.84
Skill Level 2	16.97	17.80	18.49	19.20	19.78
Skill Level 3	17.86	18.74	19.45	20.21	20.82
<u>GROUP B</u>					
Skill Level 1	12.23	12.82	13.30	13.83	14.24
Skill Level 2	13.47	14.12	14.66	15.23	15.69
Skill Level 3	13.87	14.53	15.10	15.67	16.14
<u>GROUP C</u>					
Skill Level 1	10.92	11.40	11.82	12.24	12.61
Skill Level 2	11.73	12.26	12.70	13.16	13.55
<u>GROUP D</u>					
Skill Level 1	11.84	12.41	12.87	13.38	13.78
Skill Level 2	15.09	15.81	16.41	17.05	17.56

APPENDIX E

(Effective July 1, 2014)

Bargaining Unit Employees' Salary Schedule 2.5%

	<u>Step 1</u> <u>Prob.</u>	<u>Step 2</u> <u>Non-</u> <u>Prob.</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>GROUP A</u>					
Skill Level 1	16.57	17.37	18.05	18.75	19.31
Skill Level 2	17.39	18.25	18.95	19.68	20.27
Skill Level 3	18.31	19.21	19.94	20.72	21.34
<u>GROUP B</u>					
Skill Level 1	12.54	13.14	13.63	14.18	14.60
Skill Level 2	13.81	14.47	15.03	15.61	16.08
Skill Level 3	14.22	14.89	15.48	16.06	16.54
<u>GROUP C</u>					
Skill Level 1	11.19	11.69	12.12	12.55	12.93
Skill Level 2	12.02	12.57	13.02	13.49	13.89
<u>GROUP D</u>					
Skill Level 1	12.14	12.72	13.19	13.71	14.12
Skill Level 2	15.47	16.21	16.82	17.48	18.00

APPENDIX F

(Effective July 1, 2015)

Bargaining Unit Employees' Salary Schedule 2.5%

	<u>Step 1</u> <u>Prob.</u>	<u>Step 2</u> <u>Non-</u> <u>Prob.</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>GROUP A</u>					
Skill Level 1	16.98	17.80	18.50	19.22	19.79
Skill Level 2	17.82	18.71	19.42	20.17	20.78
Skill Level 3	18.77	19.69	20.44	21.24	21.87
<u>GROUP B</u>					
Skill Level 1	12.85	13.47	13.97	14.53	14.96
Skill Level 2	14.16	14.83	15.41	16.00	16.48
Skill Level 3	14.58	15.26	15.87	16.46	16.96
<u>GROUP C</u>					
Skill Level 1	11.47	11.98	12.42	12.86	13.25
Skill Level 2	12.32	12.88	13.35	13.83	14.24
<u>GROUP D</u>					
Skill Level 1	12.44	13.04	13.52	14.06	14.48
Skill Level 2	15.86	16.62	17.24	17.91	18.45