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AGREEMENT BY AND BETWEEN

LOCAL #8845-02

OF

**THE UNITED STEEL AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION (USW)**

AND

**THE LORAIN COUNTY BOARD OF COMMISSIONERS
9-1-1 AGENCY**

**Effective Upon Execution
Through June 30, 2017**

**SERB Case No.
2014-MED-04-0678**

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PREAMBLE/PURPOSE

This agreement, entered into by the Lorain County Board of County Commissioners, or any succeeding appointing authority, hereinafter referred to as the "Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of Local #8845-02, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit as described in the Board's order of June 28, 1990, in Case No. 90-REP-03-0073 and as jointly amended. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding one (1) of the following job classifications:

Emergency Communications Dispatcher

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

Section 3. Should new classifications be established which are not subject to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

Section 4. Should the Employer anticipate the introduction of new technology and should such introduction require a change in job classifications for one or more bargaining unit employees, the Employer will provide the Union with notice of such introduction at least thirty (30) calendar days in advance of such anticipated changes in an employee's job classification. Upon written request from the Union, the parties will schedule to meet for negotiating the effects of any introduction of new technology.

ARTICLE 2 **DUES CHECK-OFF**

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

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

The Employer will check-off monthly dues, assessments and initiation fees in the amount designated in writing by the International Treasurer of the Union.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the payroll office.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article.

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

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

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

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

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

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

Section 9. The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms to the Union Financial Secretary, or successor, upon receipt of written notification from the Union at 226 Middle Avenue, Elyria, Ohio 44035.

ARTICLE 3 **FAIR SHARE FEE**

Section 1. Upon the execution of the agreement, each employee hired by the Employer who is not specifically excluded from the bargaining unit under the terms of this agreement, who does

not become a member of the Union within sixty (60) days of employment, shall be required as a condition of employment to pay the Union a fair share fee.

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

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

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

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

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

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

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

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

Section 8. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
PLEDGE AGAINST COERCION

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

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

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

ARTICLE 5
MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct or supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

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

ARTICLE 6 UNION REPRESENTATION

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

Section 2. There shall be one (1) steward recognized by the Employer for each shift. The Union shall notify the Employer, in writing, of the names of Executive Board officers and of the steward and alternate before being recognized by the Employer. The Union shall notify the Employer, in writing, regarding any changes in the identity of steward and/or alternate and Executive Board officers.

Section 3. The designated Union steward or alternate may conduct appropriate Union business as defined herein.

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

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

Elected Union officials shall be permitted reasonable time off with pay to conduct representative's business as defined above.

Section 4. In addition to the time allowed in Section 3 above, the steward/alternate and Executive Board officer shall be allowed time off to conduct up to four (4) hours of Union activity per calendar month for matters related to the administration of the collective bargaining agreement. Such additional time off shall be provided on an unpaid basis and shall be subject to the restrictions identified in Section 5 of this article. Whenever possible, the Union shall provide seventy-two (72) hours notification prior to being authorized to conduct Union activity.

Section 5. Rules governing the activities of Union officials are as follows:

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

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

Section 7. Prior to leaving the assigned work area, the Union steward/alternate and/or Executive Board officer shall be required to complete the Union Representative Time Form (Appendix B). Authorization to commence Union activity shall not be unreasonably denied by supervisory personnel. Said form shall be furnished by the Employer and shall be issued by the supervisor upon a request from the steward.

ARTICLE 7 **GRIEVANCE PROCEDURE**

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

Section 2. A grievance, under this procedure, may be brought by any employee who is in the bargaining unit. Where a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will

process the grievance. Any employee may present a grievance and have it adjusted provided that the Union representatives are present at the adjustment.

Section 3. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

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

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

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

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

Step 1 - Informal Step

The aggrieved employee(s) and/or the Union Steward or grievance person, if requested, shall present the grievance orally to the supervisor within five (5) working days of the occurrence, or within five (5) working days after the employee is aware of the occurrence of the incident which gave rise to the grievance. If the grievance is not satisfactorily settled in such meeting, the written original of the grievance and two (2) copies of same shall be presented to the Director at this time.

Step 2 - E911 Director

The Director shall, within five (5) working days of receipt of the written grievance, meet with the aggrieved employee and his steward, if requested, and any witnesses. The Director shall give his answer to the aggrieved employee or Union representative in writing within ten (10) working days after such conference.

Step 3 - Lorain County Commissioners

Should the grievance not be settled in Step 2, within five (5) working days after receipt of a written response the grievant may submit or have his steward submit the original of the grievance form and two (2) copies to the Lorain County Commissioners. The Lorain County Commissioners or designee shall, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee, the staff representative of Local Union #8845-02 USW, the appropriate unit steward, as well as the supervisor and any witnesses/personnel they consider necessary to arrive at an answer. The Lorain County Commissioners or designee shall respond

to the grievance within fifteen (15) working days after the hearing, and send a copy of the answer to the staff representative of Local #8845-02. Notwithstanding the other provisions above, grievances involving suspension or discharge may be filed directly at Step 3, and shall be filed within five (5) calendar days of the issuance of the disciplinary notice.

Step 4 - Intent To Arbitrate

If the grievance is not settled at Step 3, the Union will notify the County Administrator or designee within twenty (20) working days that the grievance will be submitted to arbitration.

- A. Within five (5) working days after notice of arbitration has been submitted, the parties shall then confer to determine whether the parties will use an arbitrator from the panel of arbitrators listed in Appendix E. If the parties agree to use the list in Appendix E, the arbitrator shall be selected by the alternate strike method.
- B. If either party rejects the use of the list in Appendix E, then the Union shall make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a panel of arbitrators. Within ten (10) calendar days of the written request for arbitration, the Union shall request a panel of nine (9) Ohio resident, National Academy Certified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) calendar days from receipt of the panel of arbitrators from FMCS, each party shall strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list.
- C. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:
 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Lorain County Board of Commissioners under its rule-making powers not inconsistent with the agreement.
 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.
 4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."

5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

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

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

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

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

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

ARTICLE 8
DISCIPLINARY PROCEDURES

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

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

Section 3.

- A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. For purposes of this article, gross misconduct shall be defined as any violation listed as a Group III violation in the Employer's disciplinary policy.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

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

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

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

ARTICLE 9
SENIORITY

Section 1. Seniority shall be computed on the basis of the uninterrupted length of continuous service with the Employer, provided the employee does not have seniority terminated as identified in Section 3 of this article. Unless otherwise expressly stated in a provision elsewhere in this agreement, seniority shall be the determining factor in matters affecting layoff, recall, transfers, promotions, and non-disciplinary demotions.

Section 2. Upon completion of the probationary period as set forth in Article 25 herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of hire.

Section 3. Seniority shall terminate:

1. if an employee is discharged for just cause and the discharged is not reversed through the grievance procedure;
2. if the employee voluntarily quits or accepts a position outside of the bargaining unit;
3. if the employee retires.

Section 4. In the event of a layoff, employees will continue to retain seniority for a period of two (2) years. Employees shall accrue seniority while on layoff.

Section 5. The Union may every six (6) months request from the Employer a seniority list for posting on the Union's bulletin board.

ARTICLE 10
JOB POSTING

Section 1. Whenever the Employer determines that a vacancy exists in the bargaining unit, or a new classification is created in the bargaining unit, the Employer shall post for five (5) working days a notice of opening stating the job classification, employment status (full-time/part-time), rate of pay, shift, work location, starting date, and minimum qualifications necessary, and any licensure, certificate, or registration requirements.

Section 2. Employees who wish to be considered for the posted job must file a position vacancy form by the end of the posting period.

The Union unit chairperson may sign the position vacancy form if an absent employee should so request.

Section 3. The Employer may fill vacant positions on a temporary basis for a period not to exceed one (1) calendar month; such period shall be counted as a part of the probationary period in case the temporarily assigned employee is subsequently awarded the vacant position.

Experience of a temporary nature shall not be a determining factor in awarding a permanent position.

Section 4. The Employer may select the individual applicant who it believes best meets the qualifications and licensure, certification, or registration requirements as set forth in Section 1 of this article. Where two (2) or more applicants are relatively equal in qualifications, then seniority shall govern and the most senior qualified applicant will be awarded the vacancy. Where seniority of two (2) or more applicants is equal, the vacancy will be awarded by the toss of a coin.

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

Section 6. Whenever possible, vacancies in positions in the bargaining unit shall be filled by promotion or change in employment status, provided the applicant meets the qualifications and licensure, certification, or registration requirements as set forth in Section 1 of this article. First consideration for full-time shall be given to those employees who are in a part-time status. In the event that there are no qualified internal candidates for a posted vacancy, the position may be filled from outside this bargaining unit.

Section 7. The Employer will post a notification which identifies the individual who has been selected for each job posting within fourteen (14) calendar days of the date of expiration of the position vacancy posting. The applicant shall be awarded the vacancy within thirty (30) days of the date of the expiration of the job posting or a date certain as established in the job posting.

ARTICLE 11 **TEMPORARY WORKING LEVEL**

Section 1. Whenever a bargaining unit employee is assigned to work in a classification which is assigned to a higher pay range, said employee may be eligible for a temporary working level adjustment. To become eligible for such adjustment, the employee must be assigned to work in the higher classification.

Section 2. This pay adjustment shall increase the employee's hourly rate of pay to the hourly rate of pay for the higher classification.

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

ARTICLE 12
LAYOFF AND RECALL

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

Section 2. Whenever it becomes necessary to reduce the number of employees within an affected classification, emergency, provisional, temporary, seasonal, part-time and employees serving their original probationary periods in the bargaining unit of that appointing authority shall be laid off first, in that order. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off.

Section 3. A more senior full-time employee affected by layoff may bump the least senior employee in his particular job classification or in a lower classification in the bargaining unit which the employee has previously held. No employee may bump into a classification not previously held.

Section 4. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee, up to the number of employees to be recalled. Recall shall be available without regard to employment status. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

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

Section 6. The recalled employee shall have five (5) calendar days following the date of receiving the recall notice to notify the Employer of his/her intention to return to work, and shall have ten (10) calendar days following the date he/she received the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 7. The Employer agrees that the three (3) elected Union officials (unit chairperson, secretary, and grievance chairperson) shall head the seniority list for their classifications for the purposes of layoff and recall only.

ARTICLE 13
MILITARY LEAVE

Section 1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed

Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

Section 2. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

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

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

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

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

Section 6. A "permanent public employee" as defined in ORC 5903.01 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

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

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

Section 9. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 10. A veteran separated or discharged under honorable conditions must make application to re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

- A. Reinstatement must be accomplished “promptly” (normally within thirty [30] days) after application is received by the Employer.
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. Sick Leave - that amount which had been accumulated at the time of entering service.
 - 2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
 - 3. Automatic Salary Adjustment (step increases where applicable).
 - 4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 14
UNION ABSENCES

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

Section 2. The Employer agrees that no more than one (1) delegate or alternate delegate to the annual conventions of the Union or other authorized Union activities shall be granted personal leave without pay for the purpose of participating in such conventions or other authorized Union activities. Such personal leave will be approved upon receipt of three (3) days advance written notification by the Union to the Employer. The length of such leave shall not exceed five (5) consecutive working days, but shall be automatically extended for an additional five (5) consecutive working days upon the verbal request of the Union. Such unpaid leave granted to employees shall be considered to be time worked for purposes of sick and vacation leave accrual.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours, exclusive of one-half (1/2) hour allotted for a meal period. The work week shall commence at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday.

- A. The starting time shall be determined on an operational basis and the employee shall be made aware of the established starting time for each shift. Changes in the starting time shall be discussed with the Union at least two (2) weeks prior to the change.
- B. In the event of a workday schedule change due to an emergency, such change shall only be for the duration of the emergency.

Section 2. When an employee is required by the Employer to be in an active pay status for more than forty (40) hours in any calendar week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1 1/2) times his/her regular rate of pay. There shall be no pyramiding of overtime.

Section 3. Overtime shall be distributed as much as possible on an equal basis. Should an employee refuse to accept an overtime opportunity or be unavailable to accept/refuse an overtime opportunity, upon contacted for same, he/she shall be moved to the bottom of the overtime rotation lists outlined in the pre-approved call-in procedure. Should an insufficient number of employees agree to accept the overtime opportunity, the employee(s) with the least number of actual worked overtime hours shall be required to accept the overtime opportunity. Said employee(s) shall not be required to work more than four (4) hours, providing sufficient minimum staffing levels can be reached.

Section 4. Overtime hours that are worked shall be credited to employees and maintained on an overtime roster. Said roster will include only overtime hours worked, excluding pre-scheduled overtime for meetings and holidays. Said roster will be maintained and brought up to date at the end of each pay period or as needed for shift call-in.

Section 5. Upon reaching forty (40) hours during any given work week, part-time employees will be placed at the bottom of the overtime rotation list for purposes of overtime distribution. Part-time employees will then be considered for overtime along with the full-time employees.

ARTICLE 16
REPORT AND CALL IN PAY

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

Section 2. If an employee is called in by the Employer to report for work outside of his/her normal tour of duty without a minimum of ten (10) hours advance notification, he/she shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay.

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

Section 4. If an employee is called in by the Employer for any other reason, he/she shall be compensated for a minimum of four (4) hours pay at the applicable rate of pay.

ARTICLE 17
VACATION

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

A. For Employees Hired Before January 1, 2014

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

B. For Employees Hired After January 1, 2014

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

Vacation time will be credited annually on the employee's anniversary date of employment. If an employee leaves or is terminated from employment prior to their anniversary date of employment, there will be no pro-rata payment for vacation for that year.

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

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

Section 3. Full-time employees' vacation is credited each bi-weekly pay period at the following rates:

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

Section 4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the county.

Section 5. Vacation Scheduling. All pre-scheduled vacation requests shall be submitted by December 1 of the year prior to the time being sought. From December 1 through December 31, requests for pre-scheduled time off in the coming year shall not be accepted. The Employer shall grant pre-scheduled time requests on the basis of seniority with full-week requests taking precedence over requests for less than that amount for the first two weeks scheduled. All employees shall have the opportunity to preschedule one (1) full week of time off prior to another full week being scheduled. Once all requests for an initial full week have been processed, employee requests will then be processed on a seniority basis for a second full week. After the second full week of requests have been processed, further requests for time off (both full-week and less than that amount) will be processed on a first come, first serve basis.

All vacation requests are scheduled in accordance with the work load requirements of the agency and may be limited or denied on the operational needs of the Employer. For this reason, up to two (2) pre-approved requests for vacation leave may be granted for each calendar date on a first come-first served basis. When possible, additional requests for vacation leave on a particular calendar date may be approved if such request can be granted without creating the necessity for overtime compensation for the replacement employee. The Employer shall have the right to deny requests if work load requirements so mandate. All vacation leave requests for a partial shift shall abut the beginning or ending of the shift.

Section 6. The Employer agrees to process vacation leave requests received by December 1 of each year. For purposes of this agreement, the term “process” shall mean the return of an approved/disapproved vacation leave request to the employee. Upon completion of the approved vacation leave schedule, the Employer will post said schedule and indicate what days have been approved for the following year.

Should an employee cancel a previously approved vacation leave, the Employer will post a notification of the cancellation and will accept requests for said available time for a period of five (5) calendar days from posting. Following the completion of the five (5) calendar day period, requests made for this newly available time will be considered on a first come, first serve basis.

Section 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 8. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's vacation leave balance, and the affected employee shall be notified by the Employer of the amount of vacation leave eliminated.

Section 9. Days specified as “holidays” in Article 18 herein shall not be charged to an employee's vacation leave.

Section 10. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

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

Section 12. Prior to December 15 of each calendar year, any employee eligible to take two (2) or more weeks of vacation may notify the Employer in writing that they wish to convert vacation time for the current year into paid time. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of vacation converted. The conversion will result in the employee having his vacation leave account reduced by the number of vacation hours converted. Any eligible employee must maintain at least one (1) week (i.e., 40 hours) of vacation per calendar year that may not be converted to paid time. Converted hours will not count as “hours worked” in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

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

ARTICLE 18 HOLIDAYS

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

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th day of December

Section 2. Full-time bargaining unit employees shall be granted six (6) paid floating holidays (forty-eight [48] hours) on January 1 of each calendar year. Employees shall be required to schedule all floating holiday time off during the course of the year. Any time not scheduled shall be forfeited.

An employee who completes his probationary period between January 1 and March 31 of the calendar year will be granted four (4) paid floating holidays for the remainder of the calendar year. An employee who completes his probationary period between April 1 and June 30 of the calendar year will be granted three (3) paid floating holidays for the remainder of the calendar year. An employee who completes his probationary period between July 1 and September 30 of the calendar year will be granted two (2) paid floating holiday for the remainder of the calendar year. Floating holidays are to be requested in the manner described in Section 6 of this article.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above.

If scheduled on a holiday, part-time employees shall be paid for the specific number of hours for which they are scheduled to work.

Section 4. Any work actually performed by a full-time employee on any one of the days listed in Section 1 of this article shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

Section 5. In order to be eligible for holiday pay, the employee must be in an active pay status on the scheduled day prior to and following the holiday. Employees who fail to work as scheduled on a holiday shall not receive holiday pay.

Section 6. In addition to the holidays identified in Section 1 of this article, each full-time employee shall be entitled to one (1) personal holiday as an additional day off with pay. Said

personal holiday will be requested in writing by the employee a minimum of fourteen (14) calendar days prior to the date desired. Scheduling of the employee personal holiday will be subject to the operational needs of the department.

ARTICLE 19 **BEREAVEMENT LEAVE**

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

Section 2. Employees may be granted an additional two (2) days off, chargeable to sick leave, upon approval of the Employer. In the event of a death of other members of an employee's immediate family, as defined in Section 5 (b), employees shall be provided with time off in accordance with Article 23.

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

Section 4. One (1) day of leave shall be charged to sick leave to permit the employee to attend the funeral, make funeral arrangements, and carry out the other responsibilities related to the funeral of the following: aunt, uncle, niece, nephew, and first cousin.

ARTICLE 20 **COURT LEAVE**

Section 1. The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

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

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

ARTICLE 21
LEAVE OF ABSENCE

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

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

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

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

Section 5. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence is to be considered in determining an employee's seniority.

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

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

ARTICLE 22
DISABILITY LEAVE

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

based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the job classification.

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

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

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

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

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

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

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

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

ARTICLE 23 **SICK LEAVE/INCENTIVE LEAVE**

Section 1. Upon execution of this agreement, each full-time employee shall accumulate eight and one-half (8 1/2) days of sick leave per year. Said leave shall be earned at 2.6 hours per eighty (80) hours compensated for all full-time employees.

Incentive Leave. Upon execution of this agreement, each full-time employee shall earn six (6) hours of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time.

Late - Lateness is defined as any situation where an employee reports to work up to fifteen (15) minutes after his/her start time (two [2] incidents of late equal one [1] tardy).

Tardy - Tardiness is defined as any situation where an employee reports to work more than fifteen (15) minutes, but less than thirty (30) minutes, after his/her scheduled starting time.

ABSENT – Absent is defined as any situation where an employee has not reported to work within thirty (30) minutes after his/her start time and has had no contact with the Employer, or when an employee calls off with no available sick leave on the books. Upon the expiration of thirty (30) minutes from the starting time of the shift, the Employer or designee will begin to replace the employee that is absent.

1. If the Employer is successful in replacing the employee prior to the employee making contact with the Employer, the employee will be deemed absent for the entire shift. Absent status shall not exceed a period of eight (8) hours. Any incident involving more than one (1) eight (8) hour shift will be considered a separate violation.
2. If the Employer or designee has contact with the employee prior to the replacement of the employee, the employee will be required to report to work within one (1) hour from the time of contact. The employee will be considered tardy from the beginning of the scheduled shift up until the time they clock in on the Employer's time clock. If the employee is unable to report to work within one

(1) hour from the time the employee has established initial contact with the Employer, he/she will be considered absent for the entire shift.

3. If an employee calls off with no available sick leave on the books, disciplinary action will be at the Employer's discretion.

Replacement of the employee is considered to have occurred if any Telecommunicator accepts any part of the employee's shift, to include a Telecommunicator from the previous shift and/or the supervisor determines that the shift will not be filled.

All incidents of late, tardy, and absent are accumulative and shall remain in effect for a period of twelve (12) months from the date of first occurrence and shall result in the loss of pay based upon FLSA guidelines, in addition to the following:

1/2 Point	=	1 st and 2 nd late incident
1 Point	=	3 rd late incident and any further late incidents
2 Points	=	Tardy
4 Points	=	Absent
2 Points	=	Instruction & Cautioning
3 Points	=	Written reprimand
4 Points	=	Written reprimand
5 Points	=	1 day suspension of record or without pay
6 Points	=	3 day suspension of record or without pay
7 Points	=	7 day suspension of record or without pay
8 Points	=	Termination

An employee who is late, tardy, or absent may request that the Employer authorize the employee to use any available incentive leave or vacation leave to avoid the loss of pay. Such approval shall be at the discretion of the Director. If authorized, such shall not be construed as approval of the lateness, tardiness, or absence, and the employee shall still receive the appropriate points and discipline.

It will take a one (1) year period of good attendance to wipe away any suspension from an employee's record. The Employer shall put all disciplinary actions into effect within thirty (30) days of the occurrence. The Employer maintains the right to schedule suspensions to fit into the operation of the agency. For overtime purposes, if an employee is on suspension, he shall not be offered any additional time; an employee may receive additional time by force only.

All sick leave requests for a partial day shall be approved by the supervisor in advance. All sick leave requests for a partial shift shall about the beginning or ending of the shift.

In the event an employee should establish an abusive absenteeism problem, the following provisions shall apply:

1. an employee who receives instruction and cautioning regarding abusive absenteeism shall not earn any "bonus time" for the month during which the warning was issued;

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

For purposes of this section, approved funeral leave (either sick leave, paid bereavement leave, or approved leave without pay) shall not be counted as an incident of lost time.

Section 2. Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Director or his designee in the case of an emergency. All bonus leave requests for a partial shift shall about the beginning or ending of the shift.

Section 3. Prior to the first pay day in December, each employee shall notify the Director, in writing, of the manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus time to sick leave at the full value of his accumulated but unused bonus time. Unused bonus time earned but not used in any given year may be carried over to the following year. An employee who becomes separated from employment prior to the first pay day in December may, at that point, convert his unused bonus time in a manner consistent with this article. The maximum amount of bonus time which may be converted to cash in any one (1) year shall be ten (10) days.

Section 4. Charging of Sick Leave. All pre-approved sick leave of a full-time employee shall be charged in minimum units of four (4) hours and must about the beginning or end of the employee's shift. All sick leave of a full-time employee that is not pre-approved shall be charged in minimum units of eight (8) hours. The only exception is when an employee gets sick while at work, in which case sick leave will be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 1. Illness or injury of the employee or a member of his immediate family.
 2. Death of a member of his immediate family (sick leave usage limited to maximum of five [5] working days).
 3. Medical, dental or optical examinations or treatment of an employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.

4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.

B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian or any other person who stands in place of a parent (loco parentis).

Section 6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 7. Notification by Employee. Whenever an employee is unable to report to work, he/she shall notify his/her immediate supervisor as soon as possible prior to the scheduled starting time of his/her shift. Said notification shall occur within one (1) hour before he/she is scheduled to report on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid.

Section 9. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

Section 10. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the County.

Section 11. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this agreement.

Section 12. A bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave. A bargaining unit employee hired after January 1, 2008, with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out a maximum of two hundred fifty (250) hours of sick leave.

Section 13. An employee may elect each year to have the Employer buy back a maximum of one hundred twenty (120) hours of sick leave for the current year, provided the employee maintains a balance of three hundred eighty (380) hours of sick leave after the conversion. A written request must be completed by the employee to do so and be submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of sick leave days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of sick leave converted. The conversion will result in the employee having his sick leave account reduced by the number of sick leave days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

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

Section 14. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall be limited to catastrophic illness and/or injury or other disability and will only be allowable when the disabled employee has exhausted all available paid leaves.

Any donation made by an employee in accordance with this section shall be on a voluntary basis and the donating employee must have a minimum balance of eighty (80) hours of sick leave in order to donate time.

All such donated time shall be deducted from the donating employee's sick leave balance immediately upon authorization by the employee. Time donated to the disabled party shall not be repaid to the employee donor by the disabled party or Employer.

ARTICLE 24 **UNION BULLETIN BOARDS**

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

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

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

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

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

ARTICLE 25 **PROBATION PERIODS/PERFORMANCE EVALUATIONS**

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

Section 2. Performance evaluations of newly hired employees shall be conducted in accordance with the personnel policies and procedures of the Employer.

Section 3. New hire probationary evaluations shall not be subject to the formal grievance procedure. Probationary newly hired employees may not file grievances over any disciplinary matter until they have satisfactorily completed their new hire probation period.

Section 4. Promoted Employees. Newly promoted employees shall be required to successfully complete a probationary period in accordance with the following schedule. The promoted employee's probationary period shall begin on the first day the employee assumes the new position and shall continue for a period of one hundred twenty (120) calendar days.

Section 5. Performance evaluations for newly promoted employees shall be conducted in accordance with the policies and procedures of the Employer. An employee failing to

successfully complete his promotional probationary period, by receiving an unsatisfactory rating on his evaluation, shall be returned to his/her former position.

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

ARTICLE 26 **NO STRIKE/NO LOCKOUT**

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

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

ARTICLE 27 **WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all county employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 28
SEVERABILITY

Section 1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. In the event that any provision of this agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

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

ARTICLE 29
HEALTH CARE COVERAGE

Section 1. The Employer will continue to provide full-time bargaining unit employees with coverage under the Lorain County Health Care Plan, except as provided for in Section 3 of this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

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

Section 3. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

Section 4. The employee shall be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage. In the case of a premium increase, the Employer shall provide the Union supporting documentation that an increase is necessary. If the Union disputes the premium increase, the Union may file a grievance directly at Step 3 of the grievance procedure.

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

approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 30
WAGES

Section 1. Newly hired employees shall be paid the probationary rate as established for their classification. Upon successful completion of their probationary period, employees shall advance to the minimum rate established for their classification. Employees shall advance through their pay range based upon general wage increases until they reach the maximum rate of pay.

Section 2. Effective the first full pay period following the execution of this agreement, the hourly rates of pay for bargaining unit positions shall be as follows:

<u>Classification</u>	<u>Probationary Rate</u>	<u>Minimum</u>	<u>Maximum</u>
Emergency Communications Dispatcher	\$16.98	\$18.68	\$23.35

Increase effective July 1, 2014.

(Note: For 2014, the maximum rate is increased by one-half (1/2) of the general wage increase listed in Section 3 (1.75%). For 2015 & 2016, each year the probationary, minimum and maximum rates will increase by one-half (1/2) of the general wage increase listed in Section 3 (2015 – 1.00%; 2016 – 1.125%).

Section 3. Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not be entitled to experience any increase beyond the maximum amount set forth for each classification specified in Section 2.

Each bargaining unit employee on the Employer's payroll as of the date of this agreement shall receive a three and one-half percent (3.5%) general increase, not to exceed the maximum rate.

Effective the first pay period in July 2015, each employee shall receive a two percent (2.0%) general increase, not to exceed the maximum rate.

Effective the first pay period in July 2016, each employee shall receive a two and one-quarter percent (2.25%) general increase, not to exceed the maximum rate.

Emergency Communications Dispatcher	Probationary Rate	Minimum	Maximum
Wage Rates Effective July 1, 2014	\$16.98	\$18.68	\$23.35
Wage Rates Effective Upon Execution	\$16.98	\$18.68	\$23.76
Wage Rates Effective First Pay in July 2015	\$17.19	\$18.91	\$24.00
Wage Rates Effective First Pay in July 2016	\$17.39	\$19.13	\$24.27

Section 4. Any employee currently making a rate that exceeds the maximum rate of pay shall have his wages frozen at his current rate until such time as the maximum rate exceeds his current rate.

Section 5. Full-time bargaining unit employees with continuous service with the Employer shall be eligible for longevity supplements as follows:

<u>Continuous Service Interval</u>	<u>Supplement To Hourly Rate of Pay</u>
Five (5) to eight (8) years	\$.35
Nine (9) to thirteen (13) years	\$.40
Fourteen (14) to eighteen (18) years	\$.45
Nineteen (19) years or more	\$.50

Employees shall be credited with said supplement at the beginning of the first pay period following the attainment of the continuous service interval.

The payment of the supplement shall not increase the base hourly rate for the job classification and shall not be considered when calculating future pay rate increases. Said supplement shall not increase the employee's base rate of pay; however, it will be considered in determining the rate of pay for overtime work.

ARTICLE 31
CLASSIFICATION AND JOB DESCRIPTION

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

audit questionnaire is submitted. Any wage adjustments made shall be retroactive to the date the completed audit questionnaire was submitted.

ARTICLE 32
RULES AND REGULATIONS

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

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

Section 3. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements changes, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies and/or procedures. Said grievance may be filed by the Union at Step 4 of the grievance procedure.

Section 4. All rules established in accordance with Section 2 above shall be circulated among all employees. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. Refusal by an employee to sign said acknowledgement shall be grounds for disciplinary action.

ARTICLE 33
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Director and/or his designee(s) shall meet with not more than one (1) representative from each shift to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

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

- A. Discuss the administration of this agreement;
- B. Discuss with the Union proposed changes made by the Employer which affect wages, hours, terms and other conditions of employment of bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees; and
- G. To consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

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

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

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

ARTICLE 34 **HEALTH AND SAFETY**

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

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

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

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

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

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

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

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

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

Section 10. The parties agree that the Employer has the right to require employees to undergo tests for alcohol, drug, or substance abuse or infectious disease. Drug and Alcohol testing shall be done in accordance with the county policy (Appendix D).

ARTICLE 35 **LIFE INSURANCE**

Section 1. The Employer will provide a fifty thousand dollar (\$50,000) life insurance policy for each full-time bargaining unit employee.

ARTICLE 36 **FAMILY AND MEDICAL LEAVE**

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

Section 2. An employee who exhausts family and medical leave may apply for a disability leave pursuant to the provisions of Article 22 of this agreement.

ARTICLE 37
POLITICAL ACTION COMMITTEE (PAC)

Section 1. The Employer will deduct Political Action Committee (PAC) contributions for active employees who have submitted authorization for such deductions from their wages. The employee will sign the deduction authorization form which will be provided by the Union, and will submit the form to the County Administrator or his designee. The County Administrator or designee will forward the authorization form to the County Auditor's Office. Upon receipt of the signed authorization form, the Auditor will deduct the contributions from the payroll check for the pay period following the pay period in which the authorization was received, and in which PAC is normally deducted by the Employer.

Section 2. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the contributions are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

Section 4. Each eligible employee's written PAC deduction authorization shall be honored by the Employer for the duration of this agreement, unless the employee certifies, in writing, that the authorization has been revoked, at which point the deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union.

Section 5. A check in the aggregate amount of the PAC contributions withheld from those employees authorizing such deductions shall be submitted to the Secretary-Treasurer of the USW PAC Fund within thirty (30) days of the date said deductions are made.

ARTICLE 38
LIABILITY DEFENSE

Section 1. Legal defense shall be provided pursuant to the applicable Ohio Revised Code provisions, currently R.C. 2744.07. Compliance with this provision shall not be subject to arbitration. The applicable code section is appended to this agreement as Appendix F for reference only and shall be updated as may be necessary to reflect any applicable changes.

ARTICLE 39
DURATION OF AGREEMENT

This agreement shall be effective upon execution, and shall remain in full force and effect until midnight on June 30, 2017.

If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration and no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement, except as provided for in Articles 29, 30, 32, and 33 of this agreement.

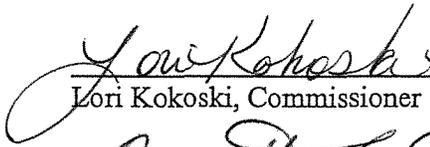
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 8th day of August, 2016.

FOR THE EMPLOYER



Ted Kalo, Commissioner



Lori Kokoski, Commissioner



Matt Lundy, Commissioner



Michael D. Esposito, Labor Consultant

Approved As To Form:



Gerald Innes, Asst. Co. Prosecutor

**FOR THE UNITED
STEELWORKERS ON BEHALF
OF LOCAL UNION #8845**

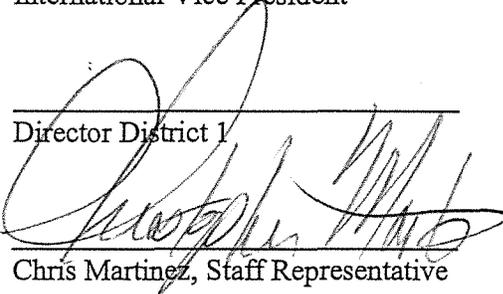
International President

International Secretary/Treasurer

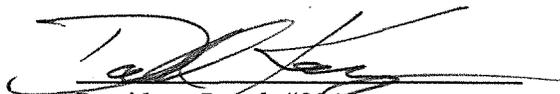
International Vice President

International Vice President

Director District 1



Chris Martinez, Staff Representative



President, Local #8845

Union Steward Local #8845

APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION FORM

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

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

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

Employee Signature

Date

Witness (Unit Payroll Officer)

Date

APPENDIX B
UNION REPRESENTATIVE TIME FORM

Union Official's Name _____

Work Area _____

Date _____

Destination _____

Grievance No. _____

(Check Appropriate Business)

Left Work Area

_____ a.m. _____

Attend Meeting With Employer

_____ p.m.

_____ Process Grievance

Returned To _____ a.m.

_____ Attend Disciplinary Conference

Work Area _____ p.m.

Began _____ a.m.

_____ p.m.

Steward's Supervisor

Ended _____ a.m.

_____ p.m.

Supervisor or Manager

Steward

Complete In Triplicate

- 1 copy Steward
- 1 copy Supervisor or Department Head
- 1 copy Director

APPENDIX C
GRIEVANCE APPEAL
STEP 2

Local _____

Name of Employee _____

Grievance No. _____

Classification _____

Division _____

Date Presented _____

Date _____

Nature Of Grievance/Article And Section Violated _____

Statement Of Facts _____

Relief Requested _____

Employee _____

Steward _____

Director _____

Date Received _____

Director's Answer

Date _____

**GRIEVANCE APPEAL
STEP 3**

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed To Third Step By _____ Date _____

Reason For Appeal Of Article And Section Violated _____

Statement Of Facts _____

Relief Requested (If Filed Initially At Step 3) _____

Delivered By Steward To Lorain County Commissioners or Designee:

Steward _____ Date _____

Received By _____ Date _____

Lorain County Commissioner's or Designee's Answer _____

Respondent

Date

**GRIEVANCE APPEAL
STEP 4**

Date _____

Grievance No. _____

Employee (Grievant) _____

Appealed Fourth Step By _____

Date _____

Delivered By Steward To Lorain County Commissioners

Steward _____

Date _____

Received By _____

Date _____

- 1 copy: Commissioners
- 1 copy: Steward
- 1 copy: Director
- 1 copy: USW Staff Representative

APPENDIX D
DRUG AND ALCOHOL USE POLICY

Title: Drug And Alcohol Use Policy For Non-CDL Employees

WHEREAS, Lorain County recognizes its responsibility to protect the health and safety of all employees; and,

WHEREAS, the County recognizes its responsibility to ensure reasonable protection and quality of service to the people of Lorain County, as well as reasonable use of County equipment; and,

WHEREAS, the County understands that illegal drug and alcohol dependency is a disease; and,

WHEREAS, the County recognizes the need to not infringe upon personal rights of any employee except as those rights are balanced against the rights of other employees, the rights of residents of Lorain County, and the rights of the County; and,

WHEREAS, this is intended to apply to all United Steelworker bargaining unit employees of Lorain County employed by the Board of County Commissioners; and

WHEREAS, the County looks to all its employees to support this controlled substance and alcohol policy to better the overall safety, health, productivity, and welfare of employees. Employees are expected to cooperate in the County's efforts to enforce this policy.

The concern and cooperation of the parties, while not directed at the social and private lives of the employees, is directed at the abuse of alcohol or drugs that effect the safety of that employee on the job, the safety of his or her co-workers, and/or interferes with job performance. Therefore, recognizing a privately or publicly established coordinated program directed toward their rehabilitation, the parties agree to the following conditions.

1. All employees are prohibited from being under the influence of alcohol or illegal drugs during working hours.
2. The sale, possession, transfer, or purchase of illegal drugs on County property, or while performing County duties, is strictly prohibited. Such action will be reported to the appropriate law enforcement officials.
3. The use, sale, or possession of any illegal drug or controlled substance while on duty is cause for termination.
4. No alcohol beverage will be brought or consumed on County property.
5. For the purpose of this rule, an alcoholic beverage is any beverage that may be legally sold and consumed and has an alcoholic content.

APPENDIX D
DRUG AND ALCOHOL USE POLICY (Continued)

6. No prescription drug will be used on County property by any person other than the one for whom it is prescribed. Such drugs will be used only in the manner, combination, and quantity prescribed. Should the prescribed medicine have the potential side effect of impacting on the employee's performance (e.g., drowsiness), the employee shall notify the immediate supervisor that they are utilizing the prescribed substance.
7. Drug means any substance other than alcohol capable of altering an individual's mood, perception, pain level, or judgment. A prescribed drug is any substance prescribed by a licensed medical practitioner for individual consumption. An illegal drug is any drug or controlled substance the sale or consumption of which is illegal.

The purposes of the policies as set forth above are:

1. To establish and maintain a safe and healthy working environment for all employees.
2. To ensure the reputation of the County and its employees within the community.
3. To provide the best possible assistance to those Lorain County residents in need of our services.
4. To reduce absenteeism and tardiness and improve job performance.
5. To provide referral to rehabilitation assistance for any employee who seeks such help.

The provisions of this policy will be implemented as follows:

A. Pre-Employment Testing

1. Prospective employees will be tested for use of illegal substances and alcohol.

B. Post-Employment

1. The County will not require an employee to submit to a test for drug or alcohol abuse in the absence of objective facts that establish reasonable cause that the employee is intoxicated or impaired when reporting to or while on the job. There shall be no random or blanket testing.
2. Where an employee's behavior suggests possible influence of drugs or alcohol, a supervisory/management representative will observe the suspected employee. If observation confirms a potential problem of being under the influence of drugs or alcohol, the employee will be required to stop work and submit to a laboratory test

APPENDIX D
DRUG AND ALCOHOL USE POLICY (Continued)

for potential drugs or alcohol in the body. Refusal to be tested may result in charges

of insubordination, a Group 3 offense in the County Policy Manual, which may result in termination. Observation and consent forms, where applicable, shall be signed and dated. Bargaining unit members who request Union representation may be afforded the opportunity to request a Union steward to be present.

3. Any employee believed to be in an impaired condition shall not leave County property unless their transportation is provided by someone other than himself/herself.
4. Any employee who reports for work in an impaired condition from the use of a controlled substance is subject to a five (5) day suspension for the first offense, and is subject to termination for the second offense.
5. Any employee who reports for work in an impaired condition from the use of alcohol may be subject to disciplinary action.
6. Upon receipt of a confirmed positive drug screen test, conducted in accordance with the procedure herein, an employee will be subject to discipline up to and including discharge. However, for the first violation, a lesser penalty may be imposed but only if the employee agrees to participate in and successfully complete a prescribed rehabilitation program.
7. The County shall have the right to terminate these employee for failure to secure appropriate treatment thereby endangering himself, other employees, and the citizens of Lorain County, and disregarding his/her obligation to the County.
8. The County will secure the use of competent testing for any problems which may occur.
9. Voluntary Identification: Any employee who voluntarily identifies himself to the County as having a drug or alcohol problem shall not be subject to discipline for volunteering that fact. Rather, the County will work with that employee through the Employee Assistance Program (EAP) or other rehabilitative source in an effort to assist the employee in ridding himself or herself of dependence on drugs or alcohol and assist in rehabilitative efforts.

However, if an employee volunteers the information, goes through the EPA/Rehabilitative Center, and subsequently continues to have drug or alcohol use problems, he or she may be subject to disciplinary action, including termination.

**APPENDIX D
DRUG AND ALCOHOL USE POLICY (Continued)**

Drug Testing Procedure

Any drug test given to an employee will be in accordance with the following procedure:

- A. The County shall pay costs associated with the test.
- B. The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- C. A chain of custody must be enforced.
- D. Scientifically accepted analytical methods or procedures will be used to test the sample and will include a confirmation test if a positive test result by gas chromatography, gas chromatography-mass spectrometry, or other reliable analytical method before the test results are used as a basis for any action. All confirmation tests will be performed by a clinical laboratory.
- E. Any employee who tests positive after a confirmation test will be entitled to have a part of the sample retested at his own expense after notification of test results by the County at a clinical lab approved by the County.
- F. At any time prior to, during, or within five (5) days after completion of the testing procedure, an employee shall be permitted to provide information relevant to the drug test, such as identification of currently or recently used prescription or non-prescription drugs or other relevant medical information.
- G. Confidentiality: Any information related to the drug test results shall be kept confidential by the County and the Union, except that a drug test result may be disclosed if:
 - 1. the employee expressly grants permission to release the information;
 - 2. the information is released as evidence in a grievance, arbitration, administrative proceeding, or legal action defending the action take by the County or the Union.

Scientific And Technical Requirements

Laboratory Analysis Procedures

Initial Test: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

**APPENDIX D
DRUG AND ALCOHOL USE POLICY (Continued)**

	Initial Screen(Ng/ml)	Confirmatory Screen(Ng/ml)
Marijuana metabolites	50	15
Cocaine metabolites	300	150 (Note: Same)
Opiate metabolites	300*	300
Phencyclidine (PCP)	25	25
Amphetamines	1,000	500-amphetamine 500-methamphetamine
Opiates	2,000 ng/ml	2,000 ng/ml
Oxycodone (oxycotin)	100 ng/ml	100 ng/ml
Propoxyphene (e.g. davor/darvocet)	300 ng/ml	300 ng/ml
Benzodiazepines (e.g. xanax/vicoden)	300 ng/ml	300 ng/ml
Barbiturates (CNS depressants)	200 ng/ml	200 ng/ml
Methylenedioxymethyl amphetamine (Ecstasy)	500 ng/ml	500 ng/ml

*25 Ng/ml if immunoassay specific for free morphine

**NOTE: The above commonly listed drug names are in no way to be considered a limitation on the testing process and are for illustrative and informative purposes only. The fact that a specific medication or drug is not listed beside the drug category does not mean that an employee is excused from the consequences of testing above the prescribed category levels in this article.

Confirmatory Test: All specimens identified as positive on the initial test shall be confirmed using gas chromatography, gas chromatography/mass spectrometry (GC/MS), or other reliable analytical techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

APPENDIX E
PANEL OF ARBITRATORS

The parties agree to use the following panel of arbitrators for any grievances entering Step 4 of the grievance procedure as detailed in Article 7:

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

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

APPENDIX F
LIABILITY DEFENSE

2744.07 Defending and indemnifying employees.

(A)

(1) Except as otherwise provided in this division, a political subdivision shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding which contains an allegation for damages for injury, death, or loss to person or property caused by an act or omission of the employee in connection with a governmental or proprietary function. The political subdivision has the duty to defend the employee if the act or omission occurred while the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities. Amounts expended by a political subdivision in the defense of its employees shall be from funds appropriated for this purpose or from proceeds of insurance. The duty to provide for the defense of an employee specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of a political subdivision.

(2) Except as otherwise provided in this division, a political subdivision shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to person or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of employment or official responsibilities.

(B)

(1) A political subdivision may enter into a consent judgment or settlement and may secure releases from liability for itself or an employee, with respect to any claim for injury, death, or loss to person or property caused by an act or omission in connection with a governmental or proprietary function.

(2) No action or appeal of any kind shall be brought by any person, including any employee or a taxpayer, with respect to the decision of a political subdivision pursuant to division (B)(1) of this section whether to enter into a consent judgment or settlement or to secure releases, or concerning the amount and circumstances of a consent judgment or settlement. Amounts expended for any settlement shall be from funds appropriated for this purpose.

(C) If a political subdivision refuses to provide an employee with a defense in a civil action or proceeding as described in division (A)(1) of this section, upon the motion of the political subdivision, the court shall conduct a hearing regarding the political subdivision's duty to defend the employee in that civil action. The political subdivision shall file the motion within thirty days of the close of discovery in the action. After the motion is filed, the employee shall have not less than thirty days to respond to the motion.

APPENDIX F
LIABILITY DEFENSE (Continued)

At the request of the political subdivision or the employee, the court shall order the motion to be heard at an oral hearing. At the hearing on the motion, the court shall consider all evidence and arguments submitted by the parties. In determining whether a political subdivision has a duty to defend the employee in the action, the court shall determine whether the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities. The pleadings shall not be determinative of whether the employee acted in good faith or was manifestly outside the scope of employment or official responsibilities.

If the court determines that the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities, the court shall order the political subdivision to defend the employee in the action.

SIDE AGREEMENT
USE OF PART-TIME PERSONNEL

It is understood by the parties that it is not the Employer's objective to operate the Communications Center exclusively with part-time personnel. During the term of the agreement, the Employer shall continue to utilize both full and part-time personnel, as has been the case since the 9-1-1 agency came into existence. This should not be construed as a guarantee of any specific number of full and/or part-time positions.

SIDE AGREEMENT
COUNTY VEHICLE OPERATION

The parties agree that, if an employee is called on to operate a County vehicle during the course of their employment, said employee will be covered under the County Vehicle Insurance Policy.

To be covered under the County Vehicle Insurance Policy a county employee must be insurable under the County's regular policy of insurance. If an employee is unable to be insurable under the County Vehicle Insurance Policy, he shall not be eligible to operate a County vehicle. Employees shall advise the Employer of any issues that may affect insurability.

SIDE AGREEMENT
ADVANCE NOTIFICATION/CALL-IN

The parties understand and agree that Article 16 of the agreement shall be interpreted to mean that an employee who is provided less than ten (10) hours advance notification regarding scheduled work shall become eligible for the four (4) hour minimum call in pay as required by Article 16, Section 2.

SIDE AGREEMENT
SHIFT DIFFERENTIAL

The parties acknowledge that the hourly rates of pay, identified in Article 30 of the agreement, reflect the inclusion of the average shift differentials to be paid over the course of each year.

The Employer has agreed to these higher hourly rates in exchange for the Union's agreement to drop their demand for a shift differential to be paid when employees are assigned to afternoon and/or night shifts.

SIDE AGREEMENT
JOB CLASSIFICATION REVIEW

The Employer agrees to conduct a review of the existing classification specifications in order to ensure that they continue to accurately describe the duties, responsibilities, and essential functions of the classifications. Should a classification be significantly revised during this process, the parties will meet to discuss the reassignment of the classification to a pay rate.

SIDE AGREEMENT
BONUS TIME

The parties agree that Article 23, Sick Leave/Incentive Leave, shall be interpreted to allow for a pro-rated accumulation of bonus time for part-time employees. When eligible, such employees shall earn an amount of bonus time that is reflective of the number of hours worked in a particular month. For example, if an employee worked sixteen (16) hours in a month (and the full-time employees work one hundred sixty [160] hours in the same month), said employee would earn twenty-four (24) minutes (four [4] hours x ten percent [10%]).

SIDE AGREEMENT
TELECOMMUNICATION SUPERVISOR

The Employer and the Union agree that the newly created position of E911 Telecommunication Supervisor shall be a working supervisor position. The Employer agrees not to normally place the supervisor on the regular schedule and to only utilize the supervisor as a Telecommunicator on an as-needed basis.

SIDE AGREEMENT
PROBATIONARY PERIOD EXTENSIONS

The Employer shall have the right to extend the probationary period for a newly hired employee for a period not to exceed ninety (90) calendar days. This extension period shall apply to marginal employees whom the Employer and the Local Union Representative agree that the extension of the probationary period may result in the marginal employee successfully completing his/her training period. During the extension period the Union will, upon request, be provided with periodic evaluation documentation. The extended probationary period shall begin the next day after the completion of the recognized probationary period. An employee shall have the right to complete his/her training at any time during such probationary extension. To do so, he/she must be able to demonstrate to the Employer and the Local Union Representative that he/she has obtained the ability to perform all the functions of a 9-1-1 Dispatcher.

SIDE AGREEMENT
OPTIONAL BENEFIT PROGRAMS

The Employer and the Union agree to allow bargaining unit employees to continue to participate in the County's Section 125 Cafeteria Plan, which includes a premium only plan, dependent day care flexible spending account, and a health care flexible spending account.

Enrollment and participation in the cafeteria plan is voluntary, and bargaining unit employees will have the option to attend or refuse to attend any meetings that explain the cafeteria plan and its benefits.

SIDE AGREEMENT
PRINTING OF CONTRACT

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

SIDE AGREEMENT
PREEMPTION OF STATUTORY RIGHTS

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

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

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

SIDE LETTER
INSURANCE PREMIUMS

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

SIDE LETTER
UNION REPRESENTATION

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

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

SIDE LETTER
PREDISCIPLINARY CONFERENCE NOTICE CONTENTS

The parties agree that notices of predisciplinary conferences issued under Article 8 will be provided at least twenty-four (24) hours prior to the conference taking place and include a listing of the charges that the employee will respond to, a brief explanation of the facts underlying the charges, and what form of discipline may be imposed.

MEMORANDUM OF UNDERSTANDING
SHIFT PREFERENCE

The Employer will determine the number of bid positions on each shift prior to any bid period. The parties agree that once every four (4) months full-time bargaining unit members may, by seniority, bid on shifts. Only those full-time employees with twenty-four (24) months of service or more as of the beginning of the bid period shall be allowed to bid on a shift. All employees with less seniority shall be assigned by the Employer following completion of the bidding process. The Employer reserves the right to reassign any employee during the bid period to the operational needs of the Employer as it solely determines, which include but are not limited to ensuring an adequate mix of experienced personnel, avoiding/limiting liability situations, addressing training needs, etc.

This Memorandum of Understanding shall be effective upon execution of the contract and shall expire one (1) day prior to expiration of the contract and may be renewed only by mutual agreement of the parties.

MEMORANDUM OF UNDERSTANDING
PAY GRADE ASSIGNMENT

Due to the combination of the Lorain County Sheriff's Office dispatching functions with the County 911 operation the parties agree that the final step in completion of the parties' agreement shall be the adjustment of the pay scale for the Emergency Communications Dispatcher classification.

The parties agree that the probationary rate shall be: \$16.98

The parties agree that the minimum rate shall be: \$18.68

The parties agree that the maximum rate shall be: \$23.35

All employees will be reassigned as Emergency Communications Dispatchers within the above pay range based upon seniority. Employees hired before January 1, 2011, shall be assigned a pay rate of \$22.14. Employees hired before January 1, 2014, but after January 1, 2011, shall be assigned a pay rate of \$20.20. Increases shall be effective July 1, 2014.

Once the parties have completed reassignment of all employees this Memorandum of Understanding shall expire and wages shall be governed by Article 30, Wages.

MEMORANDUM OF UNDERSTANDING
LUMP SUM PAYMENT

In consideration of retroactivity of wage increases, the parties agree that each bargaining unit member shall receive a lump sum payment following ratification of this Agreement. Such payment shall be calculated using the following formula: the employee's hourly rate effective July 1, 2014, minus the employee's rate prior to the July 1, 2014, increase times the number of hours worked by the employee from July 1, 2014 through date of ratification of this agreement.