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AN AGREEMENT

BETWEEN THE

BOARD OF LAKE COUNTY COMMISSIONERS

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Effective: April 1, 2015

Expires: March 31, 2018

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Lake County Commissioners, hereinafter referred to as the “Employer” and the Communications Workers of America, AFL-CIO, Local 4340, hereinafter referred to as the “Union.”

ARTICLE 2

RECOGNITION

2.01 The Employer hereby agrees to recognize the Union as the sole and exclusive agent for all employees occupying the job titles listed in Section 1, and excluding all employees occupying the job titles listed in Section 2 of Appendix A and all other employees of the Employer.

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

ARTICLE 3

NON-DISCRIMINATION

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

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

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

ARTICLE 4

UNION LEAVE

4.01 For each year of this Agreement, the Union will be entitled to a total of fourteen (14) unpaid leave of absence days for attendance at CWA legislative conferences, CWA annual convention, CWA public sector annual meeting or CWA leadership training seminars and for required Union business related to this bargaining unit.

4.02 The Union will notify the Employer in writing at least three (3) days prior to the use of Union Leave. The Union agrees that by the use of this Union Leave Provision, no overtime situation will be created, and the days shall be scheduled as not to interfere with the normal Employer operations.

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

ARTICLE 5

UNION REPRESENTATION

5.01 The Employer agrees that no more than two (2) accredited representatives of the Union shall be admitted to the Employer's Facilities and sites during working hours upon notification to the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 33, at the request of the Employer, and attend other meetings as required by this Agreement.

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

ARTICLE 6

PROBATIONARY PERIOD

6.01 Newly hired employees shall serve a probationary period. This period is one hundred eighty (180) days for full-time employees and a proportionate number of the one hundred eighty (180) days for part-time employees, to equal one hundred and eighty (180) days of the employee's part-time schedule. Any employee removed during the probationary period shall not have appeal rights to the State Personnel Board of Review or through the Grievance Procedure herein contained.

6.02 Probationary employees shall be afforded Union representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure for disciplinary process defined in this Agreement while serving the probationary period.

6.03 Each newly hired employee shall be introduced to a recognized Union representative. The Union representative shall have up to (15) fifteen minutes to confer with the employee.

6.04 Notwithstanding anything to the contrary in Section 6.01 and 6.02, each newly hired employee who is required to obtain any license or certification for the position, for which the employee is hired, shall serve a probationary period of up to one (1) year for the purposes of obtaining such licenses or certifications. The probationary period shall end on the date the employee has successfully obtained all necessary licenses or certifications. However, in no event shall the probationary period be less than one hundred eighty (180) days.

ARTICLE 7

DUES DEDUCTION

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

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

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

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

7.05 The Union agrees to hold the Employer harmless in any suit, claim, action, or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the Employer for any liability imposed on the Employer as a result of any such suit, claim, action or administrative proceeding, financial or otherwise. For purposes of this Section, the term "Employer" includes any office of Lake County and its various employees, officials, whether elected or appointed, associated with administration of this deduction clause.

7.06 Employees who are members of the Union during the term of this Agreement and authorize dues deductions pursuant to the provisions of this Article shall have a right to revoke such dues deductions by giving written notice by personal service or certified mail return receipt to the Employer and President of the Local Union.

7.07 All employees who are not dues paying members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

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

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union, and shall not exceed the amount of Union dues.

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

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

ARTICLE 8

BULLETIN BOARDS

8.01 The Employer shall provide a location for a Union bulletin board at all reporting locations of employees.

8.02 The bulletin board shall be supplied by the Union and mounted by the Employer's employees. The location of the bulletin board shall be in an area where all employees have easy access to, but outside the view of the general public. The size of the bulletin board shall be limited to two (2) feet by three (3) feet.

8.03 All notices shall be posted by the designated employees. Union notices relating to Union newsletters, Union meetings, Union appointments, Union elections and outcomes, and recreational and social affairs may be posted without the appointing authority's prior approval.

ARTICLE 9

MANAGEMENT RIGHTS

9.01 Except to the extent expressly abridged by specific articles and sections of this Agreement, the Employer retains all of its rights, functions, duties and responsibilities to manage the County, except where those rights are specifically limited by this Agreement.

These rights shall include but not be limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, evaluating and amending job descriptions and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of Employer operations;
4. Determine the overall methods, process, means, or personnel by which the Employer operations are to be conducted;
5. Suspend, discipline, demote, lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer;

10. To determine the necessary licenses or certifications for vacant or newly created positions.

11. Nothing in this Article is intended or should be construed to violate any provision of this Agreement.

ARTICLE 10 TIME CLOCKS & TARDINESS

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

10.02 If a time clock is provided it is to be used whenever an employee enters, or exits the building, to record lunch and rest breaks as the Employer directs. Departmentally, employees shall be informed of said policy.

10.03 Tardiness will be handled in the following manner:

A. Annually (1/1 - 12/31) employees tardiness's shall be recorded. No disciplinary action shall be taken for the first three (3) incidents of any year. Tardiness in excess of three (3) incidents shall receive discipline as set out as follows:

4th Late	-	Cautionary Warning
5th Late	-	Written Warning
6th Late	-	One (1) Day Suspension
7th Late	-	Three (3) Day Suspension
8th Late	-	Ten (10) Day Suspension
9th Late	-	Dismissal

B. Once an employee reaches the level of a one (1) or three (3) day suspension, such discipline shall be retained for purposes of progressive discipline for three (3) years providing there is no additional intervening action. Suspensions of ten (10) days are retained for five (5) years (per Article 32 - Section 6).

An example of retention and progressive years is as follows: An employee who in the previous year reached the 8th late and received a suspension shall in the following year be given a three (3) day suspension beginning on the sixth (6th) late and a ten (10) day suspension on their seventh (7th) late and discharged on their eighth (8th) late. Discipline shall be accumulative until such events cease to have effect in the disciplinary process as set out in Article 32 - Section 6.

C. Each supervisor in the appropriate department/unit will be responsible for the administration of the time cards and appropriate disciplinary action.

D. Tardiness events shall be accumulated on a no fault basis. The Employer may waive a day in which tardiness is counted for all employees based on weather or other circumstances affecting all employees.

10.04 Failure to accurately record an employee's times on the appropriate card will result in a loss of pay for the event(s) and possible disciplinary action, unless extenuating circumstances are demonstrated by the employee.

Employees are not permitted to record another employee's time. Fraudulent recording of time or intentional recording of time for another employee shall be subject to disciplinary action including discharge.

10.05 Upon notification of specific cases of inequities within the department in question, the Union may request to inspect such time cards and associated records.

ARTICLE 11 **PERSONNEL RECORDS**

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

An employee shall receive copies of materials, upon request, placed in his personnel record, except specific confidential materials as designated by State and/or Federal Law, and the Employer shall not release these confidential materials without the written consent of the employee.

An employee and the Union shall be provided a copy of the imposition of disciplinary action.

ARTICLE 12 **NEW JOBS**

12.01 If a new job title is established during the term of this Agreement and, if not mutually agreed to between the parties for inclusion in the bargaining unit, clarification may be sought from SERB by either party.

12.02 The rate of pay for a new job title will be set at that rate using an Employer position with like or similar authority, responsibility, and duties in that determination.

ARTICLE 13 **POSTING**

13.01 When the Employer determines a vacancy exists, a notice of the vacancy shall be posted on the Union bulletin boards at the Employer work location for five (5) working days. Such notice shall state the position, classification, necessary qualifications, the shift, and the

appropriate rate of pay. Posting shall be done on a form provided by the Employer with copies given to the Union.

13.02 Any employee that feels that they possess the necessary qualifications may apply for the vacancy. The factors taken into consideration for promotion or transfer shall be seniority, qualifications, ability, past performance, absence and tardiness. Based on necessary qualifications and ability, the Employer shall give current employees first consideration. Postings shall be done on a form provided by the Employer with copies given to the Union. The filling of all vacancies is left solely to the discretion of the Employer, subject to the terms of this Agreement. This article shall not operate to prohibit the Employer from hiring applicants from outside the bargaining unit.

When a vacancy occurs in a position held by an employee serving their probationary period, either new hire or promotional, such vacancy will not have to be posted a second time. Employees who unsuccessfully bid on the original vacancy shall be reconsidered. The vacancy shall be filled pursuant to Article 13, Section 2 of the Agreement, excluding the first sentence of such Section.

Upon request, a reason for denial shall be given to the employee whose bid is not accepted. At the close of the posting period, the Employer shall hold a meeting to discuss job bid applications with the Union designated representatives, not to exceed two (2).

There will be a ninety (90) day probation period when transferring within the bargaining unit. Such ninety (90) day period shall be considered as sixty (60) days actually worked, excluding days off in the active pay status. If it has been determined that the employee cannot perform the duties of the job, he shall return to his original position or like position, with no reduction in rate of previous rate assigned.

13.03 In cases of lateral or down bidding, the Employer shall not be required to consider employees bids for positions that have had a classification change in the previous six (6) months from the date of bid closing.

ARTICLE 14 HOURS OF WORK AND OVERTIME

14.01 WORK HOURS

The work week is determined by the Employer. Currently all full-time personnel work a forty (40) hour week. Time off in the active pay status, except sick leave after three (3) occurrences, shall be counted as hours worked in the calculation of overtime as provided in this Agreement.

14.02 LUNCH PERIODS

Normal lunch periods last for an unpaid thirty (30) minutes and are scheduled according to the needs of the department, with a paid lunch period for the night shift.

14.03 SHIFT CANCELLATIONS

The Employer reserves the right to cancel the remainder of an employee's shift who either fails to report to work within the first hour of their assigned shift or calls in for any other reason stating they will be later than one (1) hour. Cancellation of the remainder of a shift will result in a no-pay status.

If the cancellation of a shift is the result of a tardiness or absence problem, the employee and the Union will be notified in advance if this action is forthcoming. Documentation for tardiness may be required and subject to the provisions of this Agreement.

14.04 REST PERIODS

In addition to a scheduled lunch period, there will be a paid fifteen (15) minute rest period in the morning and a paid fifteen (15) minute rest period in the afternoon. These periods will be scheduled by the supervisor according to the needs of the supervisor and should be scheduled during the middle two (2) hours of each four (4) hour work period.

14.05 OVERTIME

Overtime is defined as time worked in excess of forty (40) hours in any ordinary work week and paid at the rate of one and one-half (1 ½) the employee's base rate of pay.

In any calendar year, after three (3) occurrences of sick leave use, excluding bereavement, personal or injury on duty, sick leave will not be counted as time worked for purposes of determining overtime. After three (3) occurrences in a calendar year, employees will be entitled to overtime (or comp time) for hours worked in excess of forty (40) hours per week excluding sick leave. In addition to bereavement, personal, or sick leave used as injury on duty, hours paid as holidays, vacations, or compensatory time shall be considered hours worked for purposes of determining overtime. An occurrence is any continuous period of time off. A physician's statement will not eliminate an "occurrence" for the purposes of this paragraph.

14.06 COMPENSATORY TIME

If an employee wishes to receive compensatory time off in lieu of overtime, he may do so by indicating his option, on a form provided by the Employer, to his immediate supervisor within two (2) working days of when the overtime work is performed.

Compensatory time shall be handled in the following manner:

- A. Compensatory time shall be earned at a rate of time and one-half (1-1/2).
- B. Compensatory time may be accumulated to a maximum of sixty (60) hours.

C. Employees shall schedule time off for compensatory time by submitting a request on a form provided by the Employer for time off three (3) days prior to such use. Time limits may be waived by the supervisor granting such use.

D. Compensatory time off shall not be used in increments greater than two (2) successive work days.

E. Compensatory time must be used as time off within one hundred eighty (180) days of earning or it will be paid at a rate of one and one-half (1-1/2) times the employee's base rate for actual number of hours worked.

Except That: Upon approval of the County Administrator, the Dog Warden may alter the hours and days of Paragraphs B & D of this Article.

14.07 Voluntary overtime work may initially be refused by an employee. However, if a sufficient number of staff do not volunteer to work the overtime, or are not qualified to perform the work, the Employer shall assign qualified staff to work overtime in the inverse order of their seniority within the classification.

14.08 Each department shall attempt to equalize overtime among employees within the same classification within the same department on a continuing basis. Employees who are offered and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime, for the purpose of overtime distribution.

In the event an error in an overtime assignment is made, the employee shall be offered the next overtime assignment to compensate for such loss.

14.09 The Employer shall provide enough work for at least three (3) hours when an employee is called into work when he is not regularly scheduled, or receive a minimum of three (3) hours pay at the applicable rate. The provisions of this Section shall not apply to the three (3) hours at the beginning or ending times of the employee's scheduled shift. On the day of a call out, an employee's hours shall not be reduced in an effort to avoid the payment of overtime, but on mutual agreement between the employee and the supervisor, the end time of the day the overtime is worked may be adjusted to give the employee an eight (8) hour day.

14.10 Telecommunications/Dog Warden full-time employees required to be on-call with restrictions and available by cell phone outside of their regularly scheduled work week shall receive eighty (80¢) cents per hour for each hour they are scheduled to be on-call outside normally scheduled hours. A rotation for Telecom Department shall consist of at least two (2) and no more than seven (7) consecutive days when an employee is scheduled to be available for emergency after hours activity. The Dog Warden's Department on-call program will contain a rotation as determined by the Employer.

These employees will also be compensated within the rules governing overtime for any time that they are actively engaged in providing any service except that their base rate excluding the on-call pay shall be utilized to determine overtime for a call out while on-call.

ARTICLE 15

SENIORITY

15.01 Seniority shall be an employee's uninterrupted length of continuous service within this bargaining unit. An employee shall have no seniority for the probationary period provided in Article 5, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

15.02 Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from layoff within seven (7) calendar days from the date on which the Employer sends the employee notice by certified mail (to the employees last known address as shown on the Employer's records) unless satisfactory excuse is shown.

15.03 In the event an employee considered part-time becomes full-time, past seniority shall be determined and established at such time on a pro-rata basis.

A part-time employee or in the event an employee considered full-time becomes part-time, seniority shall be adjusted yearly on a pro-rata basis.

ARTICLE 16

LAYOFF AND RECALL

16.01 When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

- A. Having identified positions to be subject to reduction in the listed categories found in Appendix D attached, the Employer shall then reduce all seasonal, temporary, and probationary employees in the respective category of classifications where layoffs have been determined necessary, then by seniority within this bargaining unit, within the specified classification of each category.

16.02 PROCEDURE

At a meeting with the Union, the Employer shall identify the positions and approximate number of employees to be subject to reductions ten (10) work days prior to such layoff

occurring. At this time, employees in the affected positions shall be notified of possible layoff and instructed of their bumping rights, as outlined in this Article.

BUMPING:

An employee who has been notified that their position will be affected by layoff, may request to bump into a position of a lower level of classifications in Appendix D, attached, where their bargaining unit seniority, qualifications and ability allow them to perform the remaining work available without further training.

In addition to the bumping order set out in Appendix D of this Agreement, employees may bump seasonal or temporary employees as set out above for such time as these positions are available. At the identified conclusion of these positions, the employees will be laid off with no further prior notice requirement.

The Employer retains the right to request candidates provide documentation of qualifications and provide proper testing in determining if qualifications have been met.

Employees failing to request bumping rights on the form provided by the Employer, or fail to successfully bump into another position, shall receive five (5) work days notice of layoff, prior to the effective date of layoff.

An employee who has been displaced by the bumping process shall have the opportunity to bump within the categories and classifications as previously outlined within the same five (5) day period of receiving notice of displacement, except that an employee who previously held another position in the twelve (12) month period may exercise the bumping rights of that former position.

An employee who successfully exercises his bumping rights shall assume those duties and rate of the position effective with the date of layoff.

An employee bumping shall be paid the rate closest to their present rate within the range of that classification without receiving an increase from their previous rate except in the case of bumping into a seasonal or temporary position.

An employee bumping into a seasonal or temporary position shall be paid the rate closest to their present rate in the lowest pay range listed in Appendix D of this Agreement. The employee shall be considered a "regular" employee and maintain benefits with eligibility determined in the same manner as other bargaining unit employees.

An employee in the classification of Mail Clerk may bump into the classification of a less senior Custodial I at the pay grade that reflects the next lower rate of pay if he is able to perform that job's functions without additional training.

16.03 RECALL

Employees who have been laid off, have bumped into seasonal and temporary positions, or who have bumped into a lower classification, shall be subject to recall for a period of two (2) years from the initial date of layoff. Employees shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given notice of return to work five (5) work days prior to such return to work order. Such notice shall be sent by certified mail to the employee's last recorded address. A copy shall be hand delivered to the Local Union representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address.

An employee who refuses a recall or fails to appear for work at the end of the five (5) day recall notice shall be deemed as voluntarily terminated their employment with the Employer, effective the date of recall and shall not be subject to any further recall.

If an employee is recalled to a position in a lower rated job classification or bumps to a lower rated classification, he shall have the right to return to the job classification he held prior to bumping or being laid off, in the event it subsequently becomes available within one (1) year of the initial layoff.

When an employee is offered a recall to a position other than the position they originally held, they shall have ten (10) days from the date the recall notice was sent to respond to the recall. Such notice shall be sent by certified mail to the employee's last recorded address. A copy shall be hand delivered to the Local Union representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address. Failure to respond within ten (10) days shall be considered a denial of the offer.

When recalling employees in the inverse order of their layoff, the employee must be presently qualified to perform the work in the job classification to which they are called without further training. The Employer retains the right to request candidates to provide documentation of qualifications and provide proper testing in determining if qualifications have been met.

The Employer reserves the right to require a drug test for any recalled employee. Employees who refuse testing or test positive shall forfeit their right of recall.

ARTICLE 17 **INSURANCE**

17.01 The Employer shall offer hospitalization, medical, and dental insurance to all eligible employees covered by this Agreement, in the same manner as provided under the Employer - wide insurance plan and in accordance with Employer health insurance policies and procedures.

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

ARTICLE 18

BENEFIT ELIGIBILITY

18.01 All regular part-time employees normally scheduled to work less than sixty (60) hours in a bi-weekly pay period shall be limited to fringe benefits of PERS, under the terms and conditions therein established and sick leave benefits on a pro-rata basis to be used for sick leave, funeral leave, and personal days as prescribed in those Articles.

18.02 All employees employed as regular full-time employees who are normally scheduled to work sixty (60) hours or more in a bi-weekly pay period for the purposes of this Agreement, are considered full-time employees and are entitled to all rights and privileges contained in this Agreement.

ARTICLE 19

PERSONAL DAY

19.01 The Employer will grant the use of five (5) sick days per calendar year which may be used in one-half (1/2) day increments, to be used as employee's personal days. Employees may use up to two (2) of the personal days in one (1) hour increments. To be eligible for such use, an employee shall have an accrued bank at a level that does not fall below one hundred sixty (160) hours when such time is scheduled to be taken.

19.02 The employee must secure authorization three (3) working days prior to the use of such personal day, with an approved form supplied by the Employer. The three (3) working days authorization may be waived by the supervisor. Authorization for use of personal days shall be subject to scheduling to meet the efficiency of the operation.

ARTICLE 20

FUNERAL LEAVE

20.01 In the event of the death of an employee's parent, spouse, child, brother, sister, step-child, step-parent, or significant other having a close personal relationship as a live-in companion, the Employer will grant three (3) days funeral leave with pay, not to be charged to an employee's sick leave. An additional three (3) day leave may be granted upon request, charged against accumulated sick leave, vacation, or without pay if no sick leave is available.

20.02 In the event of the death in the immediate family, an employee will be granted at the employee's request up to three (3) days of leave of absence with pay to be charged against his accumulated paid sick leave, or without pay if no accumulated sick leave is available. For such purpose, the immediate family shall be considered to be a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or legal guardian.

20.03 In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, or without pay if no sick leave is available, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio.

ARTICLE 21

ANNUAL LEAVE (VACATION)

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

<u>YEARS OF SERVICE</u>	<u>YEARLY ENTITLEMENT</u>
Less than 1 yr.	-0-
More than 1 yr. but less than 8 yrs.	3.1 hr. per 80 hr. pay period
More than 8 yrs. but less than 15 yrs.	4.6 hr. per 80 hr. pay period
More than 15 yrs. but less than 25 yrs.	6.2 hr. per 80 hr. pay period
More than 25 yrs.	7.7 hr. per 80 hr. pay period

An employee in their first year of service does not earn or accrue vacation. Upon successful completion of one (1) year, an employee shall then have earned and be eligible to use vacation based on the 3.1 factor for time worked in the first year.

Vacation leave should be taken in the year it is earned. In special circumstances, an employee may be allowed to accumulate and carry over vacation leave to the following years.

Vacation leave cannot be carried over for more than three (3) years.

One (1) week of vacation leave may be used in one (1) hour increments. Remaining vacation leave for less than four (4) hours shall not be accepted or approved.

21.02 SCHEDULING

Employees shall request approval for vacation leave on a form provided by the Employer.

Vacation requests submitted thirty (30) calendar days prior to such use shall be scheduled by service seniority upon approval by the Employer.

Vacation requests submitted less than thirty (30) calendar days prior to such use shall be scheduled on a first come first serve basis upon approval by the Employer.

Once authorization is received, it shall not be withdrawn due to other vacation requests, providing the provisions of sub paragraph 2 of this Section have been met.

Employees must secure authorization three (3) working days prior to the use of such vacation leave. The three (3) working day authorization may be waived by the Employer under unusual circumstances.

Vacation requests for less than four (4) hours shall not be accepted or approved.

22.04 In order to be eligible for the above-referenced holidays, an employee must have either worked or be credited as time worked in the active pay status the scheduled work day before and after such holiday.

Paid sick leave use may require certification from attending physician to be considered credited in this Section.

22.05 In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

22.06 The Employer agrees to reschedule night shift employees on Christmas Eve and New Years Eve to be off by 11:00 P.M.

ARTICLE 23 SICK LEAVE

23.01 All employees in County service, whether full-time or part-time, are entitled to earned Sick Leave with pay.

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

Sick Leave is charged in minimum units of one (1) hour for the first hour, and then charged in fifteen (15) minute increments as used. The employee shall be charged for Sick Leave only for days upon which they would otherwise have been scheduled to work.

Sick Leave may be granted for such time required for absences due to the following reasons:

- A. Illness, injury, or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. At the Employer's request an employee may be required to provide a physician's verification of the time of arrival and of departure of an examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family (refer to Bereavement Section).
- E. Illness, injury or pregnancy condition of the employee's immediate family, living in the same household, where the employee's presence is reasonably necessary for the health and welfare of the employee's family member.

F. Such reasonable time required including travel and clean up time for an examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family, living in the same household, by an appropriate practitioner where the employee's presence is reasonably necessary.

G. For purposes of E and F above, immediate family shall be defined as Spouse, Children, or person who employee is a legal guardian to (IRS ruling), living in the same household. In cases where dependency is required, upon the approval of the Employer, the designations in this Section may be expanded.

23.02 PROCEDURE

An employee who is ill and unable to report to work shall so notify their immediate supervisor within one-half (1/2) hour of their scheduled starting time. A shift worker must report the reason for their absence two (2) hours prior to their scheduled starting time, except for unusual circumstances beyond their control. If able, the actual employee should place the phone call and should return a phone from the Employer regarding their absence as quickly as possible. Where Sick Leave is requested to care for members of the immediate family, the supervisor may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member.

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

23.03 ABUSE OF SICK LEAVE

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

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

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

23.04 TRANSFER OF SICK LEAVE CREDITS

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

24.03 The following payment schedule shall be available for the payment of accrued unused sick leave to those employees employed prior to April 1, 1997, who elect to be covered by such schedule:

<u>Years of Employment Maximum</u>	<u>Percentage of Accrued Unused Sick Time (Hours)</u>	<u>Not to Exceed Number of Hours</u>
From 5 th year through 9 th year Inc.	25 percent	240 hours
From 10 th year through 14 th year Inc.	50 percent	480 hours
From 15 th year through 19 th year Inc.	60 percent	576 hours
From 20 th year through 24 th year Inc.	70 percent	672 hours
From 25 th year through 29 th year Inc.	80 percent	768 hours
From 30 th year through 34 th year Inc.	90 percent	864 hours
From 35 th year or over	100 percent	960 hours

24.04 Upon the retirement, resignation, or death of an employee, who has not less than ten (10) full years of continuous employment with the Employer, the employee shall be entitled to receive a cash payment for one-half (1/2) of the employee's accumulated sick leave equal to his/her hourly rate of pay at the time of retirement, providing the total number of hours of any such payment shall not exceed nine hundred sixty (960) hours. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

24.05 The above paragraph 25.04 shall be effective April 1, 2012 and apply to all employees employed by the Employer after the Commissioners pass a resolution applying paragraph 24.04 to all other non-bargaining unit employees of the Commissioners. Those employees hired prior to April 1, 1997 may elect to be covered under paragraphs 24.01, 24.02 and 24.03, above, instead of 24.04. Paragraphs 24.01 – 24.05 expire on January 1, 2018.

ARTICLE 25 LEAVE OF ABSENCE

25.01 FAMILY/MEDICAL LEAVE

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

25.02 The Employer may grant, in addition to Family/Medical Leave covered in 25.01 of this Article, a leave of absence without pay to an employee. An employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. All compensatory time must be exhausted prior to any leave without pay. If medical, all sick leave accumulation must also be exhausted prior to any leave of absence without pay.

25.03 LENGTH OF LEAVE

Upon written request, leave may be granted for any personal reason. Renewal or extension beyond duration of six (6) months will not be granted.

25.04 PERSONAL LEAVES

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

25.05 ABUSE OF SICK LEAVE

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

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

25.06 RETURN TO SERVICE

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

25.07 SERVICE CREDIT

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

The employee is responsible for the cost of insurance benefits while on an approved unpaid leave of absence.

An employee while on an unpaid leave is on an inactive pay status and will not accrue sick or vacation benefits during the period of such leave.

25.08 PROBATIONARY PERIOD OF AN EMPLOYEE ON A LEAVE WITHOUT PAY

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

25.09 PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

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

A. Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If an employee is unable to return to active work status within six (6) months, the employee may be terminated. Such leave shall not include time being requested for the purposes of child care following the recovery of the employee.

B. Physician's Certificate. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

C. Sick Leave Usage. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time of incapacitation, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as certified by a physician.

25.10 CHILD CARE

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

25.11 COURT LEAVE

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

A. Is summoned for jury duty by a court of competent jurisdiction, or;

B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

C. Any compensation or reimbursement (other than meals and/or mileage) for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the County Administrator for transmittal to the County Treasurer in order to receive regular pay.

D. Any employee who is appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation/compensatory time or leave of absence without pay. Such instance would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

When an employee's attendance at a judicial or quasi-judicial proceeding is for a period of time less than the employee's normal working hours, the employee must then work the remaining period of his normal working hours to be eligible for court leave with pay.

25.12 MILITARY LEAVE WITH PAY

County employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed the time provided in O.R.C. §5923.05(A)(1) and (2).

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

25.13 MILITARY LEAVE WITHOUT PAY

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

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

25.14 MEDICAL LEAVE

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

A. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.

B. Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such laws.

C. Reinstatement. The employee requesting reinstatement from a medical leave must submit appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists, or that the employee has recovered sufficiently from the disabling illness, injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

D. Failure to be Reinstated. An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

ARTICLE 26 **WAGE RATES**

26.01 Classification wage scale shall be established as found in Appendix D of this Agreement, which shall become effective at the beginning of the first full payroll period that includes April 1, 2015. Effective at the beginning of the first full payroll period that includes April 1, 2016 and April 1, 2017, rates of compensation shall be established as set out in Appendix D.

26.02 Normally all new employees shall receive the rate established at the Entry step of the classification in which they are hired. Upon satisfactory performance as determined by the Employer or satisfactory completion of the probationary period, the employee shall be raised to Step One, beginning at the nearest pay period.

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee in a step higher than entry level but not at or above present bargaining unit employees, except in the classification of Certified Inspector in the Building Department where no limitation exists.

26.03 An employee who successfully bids from one classification to another shall retain their present hourly rate until successful completion of the probationary period. In cases of promotion, upon successful completion of the probationary period, the employee's step and hourly rate shall be set at the rate closest to their own that reflects a twenty-five cent (25¢) per hour minimum increase. If the move is considered lateral, the employee's step and hourly rate shall remain the same. If the move is considered down, the employee's step and hourly rate shall be set at the step equal to their present step at the applicable rate of the classification they are being assigned. In all cases, the employee shall progress yearly as established above if wage scale allows.

Promotion shall be those classifications that have an entry and top rate higher than their present schedule.

Lateral are those classifications that have the same entry and top rates of their present schedule.

Down are those classifications that have an entry or top rate lower than their present schedule.

An employee who successfully bids to another position and within a year successfully bids back to the same classification pay range shall be placed at the step and rate previously held.

26.04 A certified Inspector who holds an O.B.B.S. certification of either Residential Building Official (RBO), Electrical Safety Inspector (ESI), or Building Inspector (BI) shall receive a supplement of seventy-five cents (75¢) per hour added to the base rate for each certification not to exceed two dollars and twenty-five cents (\$2.25) total.

Any member of Buildings and Grounds who get certified by the State of Ohio for pesticide control will earn an additional fifty (50¢) cents on their base. This payment is capped to a maximum of two (2) employees who were the first to obtain the license. A Senior Telecommunications Technician, Telecommunications Technician, or Electronic Security Systems Technician who receives and maintains a state contractor's license with the State of Ohio in electrical shall receive a supplement of fifty (50¢) cents per hour added to the base rate. Such supplement shall not exceed fifty (50¢) cents total. No additional supplements shall be added for other licenses or certifications if obtained.

Supplements shall begin at the beginning of the next pay period upon presentation of evidence of certification or license to the Employer.

No other classifications shall be eligible to receive the supplements set out above.

Effective April 1, 2015, an employee in the top step of their classification of the rate schedule found in Appendix D on March 31, 2015, who does not receive a step advancement on their job classification anniversary date and has an accrued sick leave bank, on the anniversary date of one hundred twenty (120) hours, shall receive a one time payment of five hundred (\$500.00) dollars.

26.05 Should a laborer operate specialized equipment such as front-end loaders, and backhoes, for any portion of a workday, he/she shall be paid an additional one (\$1.00) dollar per hour for the entire day worked.

ARTICLE 27

WORKING OUT OF CLASSIFICATION

27.01 When the Employer assigns an employee to work in a higher classification on a temporary or emergency basis to replace employees who are off for a period of six (6) hours or greater, the employee shall be compensated at the entry rate or such step rate that reflects an increase or a minimum of fifty cents (50¢), whichever is greater.

27.02 Employees temporarily assigned to work in classifications below their own, shall receive their regular rate of pay, except in cases that are the result of a demotion or disciplinary action.

27.03 Although assignments to work out of classification are based on necessity and qualifications, such assignments will not be made for circumventing the promotional process.

27.04 Employees temporarily assigned to supervisory duties shall be compensated sixty cents (60¢) per hour in addition to their regular hourly rate.

ARTICLE 28

REPORTING PAY

28.01 Any employee who is scheduled to report for work and who presents themselves for work as scheduled shall be assigned at least three (3) hours of work on the job they were scheduled to report. If work on this job is not available, or if the Employer otherwise determines that the employee's work should not continue through the duration of the shift, the employee may either be re-assigned by the Employer or be excused from duty and paid for three (3) hours work at the employee's rate.

28.02 When any employee reports for and starts to work as scheduled, and is released because of lack of work, before completing three (3) hours of work, the employee should be paid for three (3) hours work at their appropriate rate, straight-time or overtime, whichever is applicable.

ARTICLE 29

EDUCATIONAL ASSISTANCE

29.01 Upon approval by the Employer, an employee will be eligible for reimbursement for expenses and tuition for job related education courses and job related conferences and seminars as set forth in the Employer's adopted plan for all employees.

ARTICLE 30

PROTECTIVE CLOTHING AND TOOLS

30.01 If an employee is required to wear uniforms, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the Employer, excluding work shoes. For the purpose of this Article, uniforms, protective clothing and protective device shall mean these items which are

required, as determined by the Employer or safety procedures to protect employees from potential safety hazards.

30.02 All employees who are provided with uniforms, protective clothing and protective devices as set forth above, are required to wear these uniforms, protective clothing or protective devices, and report to work with them being in clean and neat appearance, unless this requirement is expressly waived by the Employer. Employees who are required to wear uniforms shall be provided seven (7) sets. Failure to wear uniforms, protective clothing or devices as required by the Employer or safety procedures, shall result in disciplinary action.

30.03 All items as provided above, including uniforms, protective clothing and protective devices, remain the property of the Employer and are only to be used in accordance with departmental work rules and procedures. Upon separation from the Employer, all items other than those worn out through normal use, must be returned or paid for by the employee before their final pay check will be issued.

30.04 The Employer and the Union shall establish a joint-safety committee that, in an advisory capacity, shall meet periodically as requested by either party and discuss safety rules, unsafe working conditions and the safety of all equipment, machinery, and facilities.

The committee shall be chaired by the Administrator or his designee and consist of two (2) representatives of the Employer and two (2) representatives of the Union.

30.05 An employee who is facing a clear and present danger of harm in the performance of their duties shall immediately report such cause to their supervisor. The supervisor shall investigate and attempt to resolve the problem. Incidents that remain unresolved shall be referred to the safety committee in a timely manner for review and disposition.

30.06 Employees charged with violating a safety rule or refusing to correct unsafe working conditions, shall be required to appear before the Joint-Safety Committee, which will make every effort to explain and educate the individual with safe working conditions.

30.07 The Employer shall make available protective boots and a rain coat for those employees who are engaged in washing cars or trucks. Additionally, the Employer shall make available six (6) sets of coveralls to be available through the superintendent's office. Adequate uniforms and protective boots shall be provided for the Kennel person. T-shirts shall be considered as part of protective clothing.

ARTICLE 31

DISCHARGE - REDUCTION - SUSPENSION

31.01 NON-PROBATIONARY EMPLOYEES

Appeal of dismissal reduction, fine and/or suspension of more than three (3) working days of a regular employee may be made and processed, pursuant to the grievance procedure outlined in this Agreement. The reduction and/or suspension of an employee of three (3) working days or less may be processed as a grievance by the employee and authorized Union

4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of Union representative

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

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. A written response shall be provided as a result of processing a grievance at Step 2. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not appealed by the Union within the stipulated time limits shall be considered void and of no effect.

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

STEP 1

The Union Steward or the employees shall refer the written grievance to the appropriate supervisor within twenty (20) work days of the occurrence that gave rise to the grievance. The supervisor shall have twenty (20) work days in which to schedule a meeting with the Union representative. The supervisor shall investigate and respond in writing to the Union representative within twenty (20) work days following the meeting date.

STEP 2

If the grievance is not resolved at Step 1, the Union or the employee may refer the grievance to the Human Resources Manager or authorized representative within twenty (20) work days after receiving the Step 1 reply. The Human Resources Manager or authorized representative shall have twenty (20) work days in which to schedule a meeting with the Union representative. The Human Resources Manager or authorized representative shall investigate and respond in writing to the Union representative within ten (10) work days following the meeting.

STEP 3 Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step

2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the fourth step reply.

In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the employer, then within ten (10) days after the rendering of the decision at step 4 or a timely default by the employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (union striking first) until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

The hearing or hearings shall be conducted pursuant to the rules of voluntary arbitration of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room if any shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this arbitration procedure. The individual placed on this panel shall be: James Mancini, Esq. In the event Mr. Mancini is unable to serve as the arbitrator for the grievance in question, the parties shall select by mutual agreement a substitute arbitrator.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and the arbitration procedures herein contained.

ARTICLE 34

SUPERVISOR WORK

34.01 Work that is customarily performed by employees within the bargaining unit will not normally be performed by supervisors, except in emergency situations or for periods of less than thirty (30) work days.

34.02 Supervisors may do work customarily performed by employees within the bargaining unit for purposes of instructing or demonstrating the proper methods and procedures performing work operations to the employees in the bargaining unit for a period not to exceed thirty (30) work days.

34.03 Bargaining unit employees performing supervisory work shall not take disciplinary actions against bargaining unit employees.

ARTICLE 35

DECLARED EMERGENCY DAYS

35.01 When the Commissioners of Lake County declare an emergency that affects bargaining unit members and employees do not have to report to work until a certain time, or should the emergency cause the closing for the day, the employees shall be credited as time worked for those hours declared emergency.

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

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

35.03 In an attempt to clarify Declared Emergency Days and compensation for such occurrences, the parties agree to the following, in conjunction with the provisions of Article 34.

A. The Employer reserves the right to determine if an event is considered a declared emergency, such as weather conditions or mechanical failures, which affects the work schedules of its employees.

B. The Employer reserves the right to determine if the emergency causes the closing of a department, division, location, shift, work week, or any part of work in a different location or department in the event of partial closures.

Where such partial closure occurs, employees who are required to remain or report to work to cover the emergency shall be compensated pursuant to the provisions of the contracts governing compensation.

C. Events such as riots, civil disorders, earth quakes, tornadoes, floods, nuclear disasters, or other similar events that are catastrophic in nature, shall not be considered a declared emergency under the terms of the agreement that requires compensation. In the event the Commissioners take action to compensate employees in any manner for such events, employees shall be compensated in the same manner as other general fund employees.

D. In cases where the Employer designates a portion of a shift as a declared emergency, employees may be required to report to work at designated times.

E. When the designated emergency hours are at the end of a shift, employees who fail or failed to report for the designated portion of working hours shall not be eligible for compensation for hours credited as emergency hours.

F. When the designated emergency hours are at the beginning of a shift, employees who would have been scheduled to work, and have not scheduled such time off for any reason, shall be eligible for compensation provided they report to work at the appropriate time designated for the remainder of the shift.

G. Employees who fail to report for the remainder of the shift may receive compensation for the day or a portion of the day by designating payment from accrued personal day if four (4) or eight (8) hours and/or accrued vacation and/or comp time if for other than four (4) or eight (8) hour increments.

H. If the Board of Commissioners declare an emergency day after the beginning of a normal day shift, all remaining shifts will be credited as time worked for the same amount of time credited as worked for the normal day shift. Employees scheduled on remaining shifts must report to work at their regular starting time to be eligible for this credit.

ARTICLE 36

WORK RULES

36.01 ESTABLISHING

The Employer may prepare, issue and enforce work rules, policies (in writing), and safety regulations in the exercise of a management function necessary for the safe, orderly and efficient operation. Such rules shall not be in conflict with this Agreement.

36.02 POSTING

When routine work rules or policies are changed or new rules established, the Employer shall send the Chief Steward and the Union Representative a copy of the changed or new rule at least ten (10) days prior to the effective date, except in emergencies, when such rules will go into effect immediately. Changes or new rules made contingent to an emergency situation requiring an immediate posting, all employees shall receive forthwith at time of posting a copy of the rule.

ARTICLE 37

SAVING CLAUSE

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

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

ARTICLE 38

NO STRIKE - NO LOCKOUT

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

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

38.03 In the event of a legal strike, all Telecom employees may be required to report to work in the event of an emergency to protect the health, safety and welfare of the citizens of Lake County.

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

ARTICLE 39

CIVIL SERVICE

39.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124.01, et seq. or Ohio Administrative Code Chapter 124-01, et seq. shall apply to the employees in the bargaining unit and it is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction in any matter related to employees in the bargaining unit.

ARTICLE 40

TOTAL AGREEMENT

40.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or

IN WITNESS WHEREOF, the parties have caused this contract to be executed this
_____ day of _____, 2015.
August

FOR THE UNION:

Bill Diehl

FOR LAKE COUNTY
COMMISSIONERS:

Judy Moran

Judy Moran, Commissioner

Daniel P. Troy

Daniel P. Troy, Commissioner

Kevin Malecek

Kevin Malecek, Commissioner

APPENDIX A

Section 1

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

INCLUDED All employees under the appointing authority of the Commissioners of Lake County in the following Classifications in the below-listed departments:

Building Inspection

Certified Building Inspector, Bldg. Permit/Insp. Coord.

Buildings and Grounds

Laborer, Custodial 2, Custodial 1, Maintenance Tech Asst., Maintenance Tech., Purchasing Supply Coordinator/Secretary 4

Dog Warden

Deputy Dog Warden, Deputy Kennel Person, Kennel Person.

Clerical In All Departments Under The Appointing Authority Of The Commissioners

Secretary 4, Secretary 3, Account Clerk 3, Account Clerk 2, Account Clerk 1, Secretary 2, Secretary 1, Mail Clerk.

Telecommunications Department

Senior Telecommunication Technician - Telephone, Senior Telecommunication Technician - Radio, Telecommunication Technician - Telephone, Telecommunication Technician - Radio, Telephone Service Technician, Radio Service Technician, Installer - Telephone, Installer - Radio, Electronic Security Systems Tech.

Section 2

EXCLUDED All management level employees, confidential employees, professional employees, supervisors, seasonal and casual employees as defined in R.C. Chapter 4117, which include the classifications in the following departments and all other employees of the Employer.

Commissioners Office

Commissioners (M), Clerk to the Commissioners (C), County Administrator Budget Director (M), Asst. Budget Director (M), Staff Accountant, Insurance Coordinator, Hotel Motel Coordinator, Prevailing Wage Coordinator (CM), , Assistant Clerk (C), Sec. to Administrator (C), Administrative Assistant, Computer Systems Coordinator 2 - Account Clerks 3, 2 - Secretary 3, Project Coordinator, Loss Control Coordinator

Maintenance & Operation Department

Foreman , Security Supervisor CS), Asst. Supt. Bldg. & Grds., Supt. Bldg. & Grds., Supt. Bldg & Grds. (M).

Dog Warden

Dog Warden (Ml, Sr. Deputy Dog Warden CM), Office Manager.

Building Inspector

Chief Building Official (M), Supervisor Inspector

Telecommunications Department

Director (M), Asst. Supervisor, Office Manager, Phone Supervisor and Radio Supervisor.

APPENDIX B
MEMBERSHIP APPLICATION

Name _____ SS Number _____

Address _____ City _____ State: _____

Job Title _____ Work Location _____

Residence Phone _____ Cell Phone _____

Personal Email _____

Authorization to Make Payroll Deduction of Membership Dues

Employer Name _____

SS Number _____

I hereby authorize and direct The Lake County Board of Commissioners to deduct from my earnings an amount equal to my regular Communications Workers of American union dues as certified to my Employer by the Secretary Treasurer of The Communications Workers of America.

Until otherwise directed by me in writing, and subject to the terms and conditions of any collective bargaining agreement which may be in effect, you are directed to deduct such amounts to be made payable to The Communications Workers of America, AFL-CIO at the address designated by the Secretary/Treasurer.

This authorization is to be effective as of the date below.

Signature

Date

SIDE LETTER OF AGREEMENT

The parties agree that the following employees are supervisors and excluded from the bargaining unit, even though they perform some bargaining unit duties. These employees shall not be on a first call overtime and call out lists, although they may be required to perform those duties when bargaining unit employees are unavailable or do not respond.

Custodial Foreman
Building and Grounds Foreman
Telecommunications Assistant Supervisor
Inspector Supervisor
Telecommunications Supervisor
These Supervisors shall be allowed to work as set out in provisions of this Agreement and if qualified help is unavailable.

CWA:

LAKE COUNTY:

Effective April, 2015 As Set Out In Article 26 – Wages

<u>Category A – Building Inspector/Maintenance Buildings & Grounds</u>		JOB TITLE AND POSSIBLE BUMPING ORDER DETERMINED BY QUALIFICATION			
Level	<u>Range Prob/ Entry</u>	1	2	3	4
1 Certified Inspector	23.47	24.30	25.12	25.93	26.74
2 Licensed Trades	21.44	22.23	23.07	23.88	24.72
3 Maintenance Technician	19.59	20.39	21.24	22.04	22.86
5 Maintenance Tech. Asst.	15.74	16.53	17.35	18.18	18.99
7 Laborer	14.00	14.80	15.62	16.43	17.26
8 Custodial 2	13.17	14.01	14.82	15.64	16.46
9 Custodial 1	12.29	13.09	13.92	14.77	15.59

Effective April, 2015

Category C – Dog Warden

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Deputy Dog Warden	14.00	14.81	15.64	16.44	17.27
2 Deputy Kennel Person	12.28	13.09	13.92	14.93	15.59
3 Kennel Person	12.03	12.87	13.68	14.49	15.31

Effective April, 2015

Category D – Clerical

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	Range Prob/ Entry	Range			
		1	2	3	4
1 Secretary 4 Purchasing Coord.	14.86	15.68	16.33	17.31	18.12
2 Bldg. Permit/Insp. Coord.	14.42	15.24	15.89	16.87	17.68
3 Secretary 4	14.42	15.24	15.89	16.87	17.68
4 Secretary 3	14.00	14.45	15.64	16.44	17.27
5 Account Clerk 3	14.00	14.45	15.64	16.44	17.27
6 Account Clerk 2	13.64	14.43	15.26	16.06	16.89
7 Secretary 2	13.17	14.01	14.82	15.64	16.46
8 Account Clerk 1	12.29	13.09	13.92	14.77	15.59
9 Secretary 1	12.29	13.09	13.92	14.77	15.59
11 Mail Clerk	12.03	12.87	13.68	14.49	15.83

Effective April, 2015

Category F – Telecommunications - Telephone

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Senior Telecommunications Technician – Telephone	23.47	24.30	25.12	25.93	27.51
2 Telecommunications Technician – Telephone	21.45	22.23	23.07	23.88	24.72
3 Service Technician – Telephone	18.70	19.62	20.46	21.27	22.09
4 Installer – Telephone	14.42	15.24	16.05	16.87	17.68

Effective April, 2015

Category G – Telecommunications - Radio

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Senior Telecommunications Tech. – Radio	23.59	24.30	25.12	25.93	27.51
2 Telecommunications Technician – Radio	21.44	22.23	23.07	23.88	24.72
3 Service Technician – Radio	18.70	19.62	20.46	21.27	22.09
4 Installer – Radio	13.40	15.24	16.05	16.87	17.67

Effective April, 2015

Category H – Detention Facility – Security Systems

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Electronic Security	21.44	22.23	23.07	23.88	24.72

Effective April, 2016 As Set Out In Article 26 – Wages

<u>Category A – Building Inspector/Maintenance Buildings & Grounds</u>		JOB TITLE AND POSSIBLE BUMPING ORDER DETERMINED BY QUALIFICATION			
Level	<u>Range</u> Prob/ Entry	1	2	3	4
1 Certified Inspector	24.06	24.91	25.75	26.58	27.41
2 Licensed Trades	21.98	22.79	23.65	24.48	25.34
3 Maintenance Technician	20.08	20.90	21.77	22.59	23.43
5 Maintenance Tech. Asst.	16.13	16.94	17.78	18.63	19.46
7 Laborer	14.35	15.17	16.01	16.84	17.69
8 Custodial 2	13.50	14.36	15.19	16.03	16.87
9 Custodial 1	12.60	13.42	14.27	15.14	15.98

Effective April, 2016

Category C – Dog Warden

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Deputy Dog Warden	14.35	15.18	16.03	16.85	17.70
2 Deputy Kennel Person	12.59	13.42	14.27	15.30	15.98
3 Kennel Person	12.33	13.19	14.02	14.85	15.69

Effective April, 2016

Category D – Clerical

Level	<u>Range</u> Prob/ Entry	JOB TITLE AND POSSIBLE BUMPING ORDER DETERMINED BY QUALIFICATION			
		1	2	3	4
1 Secretary 4 Purchasing Coord.	15.23	16.07	16.74	17.74	18.57
2 Bldg. Permit/Insp. Coord.	14.78	15.62	16.29	17.29	18.12
3 Secretary 4	14.78	15.62	16.29	17.29	18.12
4 Secretary 3	14.35	14.81	16.03	16.85	17.70
5 Account Clerk 3	14.35	14.81	16.03	16.85	17.70
6 Account Clerk 2	13.98	14.79	15.64	16.46	17.31
7 Secretary 2	13.50	14.36	15.19	16.03	16.87
8 Account Clerk 1	12.60	13.42	14.27	15.14	15.98
9 Secretary 1	12.60	13.42	14.27	15.14	15.98
11 Mail Clerk	12.33	13.19	14.02	14.85	16.23

Effective April, 2016

Category F – Telecommunications - Telephone

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Senior Telecommunications Technician – Telephone	24.06	24.91	25.75	26.58	28.20
2 Telecommunications Technician – Telephone	21.99	22.79	23.65	24.48	25.34
3 Service Technician – Telephone	19.17	20.11	20.97	21.80	22.64
4 Installer – Telephone	14.78	15.62	16.45	17.29	18.12

Effective April, 2016

Category G – Telecommunications - Radio

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Senior Telecommunications Tech. – Radio	24.18	24.91	25.75	26.58	28.20
2 Telecommunications Technician – Radio	21.98	22.79	23.65	24.48	25.34
3 Service Technician – Radio	19.17	20.11	20.97	21.8027	22.64
4 Installer – Radio	13.74	15.62	16.45	17.29	18.11

Effective April, 2016

Category H – Detention Facility – Security Systems

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Electronic Security	21.98	22.79	23.65	24.48	25.34

Effective April, 2017 As Set Out In Article 26 – Wages

<u>Category A – Building Inspector/Maintenance Buildings & Grounds</u>		<u>JOB TITLE AND POSSIBLE BUMPING ORDER DETERMINED BY QUALIFICATION</u>			
<u>Level</u>	<u>Range Prob/Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1 Certified Inspector	24.66	25.53	26.39	27.24	28.09
2 Licensed Trades	22.53	23.36	24.24	25.09	25.97
3 Maintenance Technician	20.58	21.42	22.32	23.16	24.02
5 Maintenance Tech. Asst.	16.54	17.37	18.23	19.10	19.95
7 Laborer	14.71	15.55	16.41	17.26	18.13
8 Custodial 2	13.84	14.72	15.57	16.43	17.29
9 Custodial 1	12.91	13.75	14.62	15.52	16.38

Effective April, 2017

Category C – Dog Warden

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Deputy Dog Warden	14.71	15.56	16.43	17.27	18.14
2 Deputy Kennel Person	12.90	13.75	14.62	15.69	16.38
3 Kennel Person	12.64	13.52	14.37	15.22	16.09

Effective April, 2017

Category D – Clerical

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u> Prob/ Entry				
		1	2	3	4
1 Secretary 4 Purchasing Coord.	15.60	16.46	17.14	18.17	19.03
2 Bldg. Permit/Insp. Coord.	15.15	16.01	16.69	17.72	18.58
3 Secretary 4	15.15	16.01	16.69	17.72	18.58
4 Secretary 3	14.71	15.18	16.43	17.27	18.14
5 Account Clerk 3	14.71	15.18	16.43	17.27	18.14
6 Account Clerk 2	14.33	15.16	16.03	16.87	17.75
7 Secretary 2	13.84	14.72	15.57	16.43	17.29
8 Account Clerk 1	12.91	13.75	14.62	15.52	16.38
9 Secretary 1	12.91	13.75	14.62	15.52	16.38
11 Mail Clerk	12.64	13.52	14.37	15.22	16.63

Effective April, 2017

Category F – Telecommunications - Telephone

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>	1	2	3	4
	Prob/ Entry				
1 Senior Telecommunications Technician – Telephone	24.66	25.53	26.39	27.24	28.90
2 Telecommunications Technician – Telephone	22.54	23.36	24.24	25.09	25.97
3 Service Technician – Telephone	19.65	20.61	21.50	22.35	23.21
4 Installer – Telephone	15.15	16.01	16.86	17.72	18.58

Effective April, 2017

Category G – Telecommunications - Radio

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>	1	2	3	4
	Prob/ Entry				
1 Senior Telecommunications Tech. – Radio	24.78	25.53	26.39	27.24	28.90
2 Telecommunications Technician – Radio	22.53	23.36	24.24	25.09	25.97
3 Service Technician – Radio	19.65	20.61	21.50	22.35	23.21
4 Installer – Radio	14.08	16.01	16.86	17.72	18.56

Effective April, 2017

Category H – Detention Facility – Security Systems

JOB TITLE AND
POSSIBLE BUMPING
ORDER DETERMINED
BY QUALIFICATION

Level	<u>Range</u>				
	Prob/ Entry	1	2	3	4
1 Electronic Security	22.53	23.36	24.24	25.09	25.97