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**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**LAWRENCE COUNTY AUDITOR**

**-And-**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**SERB Case # 2015-MED-05-0576**

**Date of Execution – December 31, 2018**

**TABLE OF CONTENTS**

ARTICLE 1 – Preamble, Recognition, and Management Rights..... 1  
ARTICLE 2 – No Strike..... 2  
ARTICLE 3 – Training and Tuition Reimbursement..... 3  
ARTICLE 4 – Dues Deduction ..... 3  
ARTICLE 5 – Union Representation/Bulletin Boards ..... 4  
ARTICLE 6 – Work Rules and Directives..... 5  
ARTICLE 7 – Labor Management Meeting ..... 5  
ARTICLE 8 – Grievance Procedure..... 6  
ARTICLE 9 – Discipline Procedures and Personnel Records..... 9  
ARTICLE 10 – Probationary Period..... 11  
ARTICLE 11 – Medical Examination ..... 12  
ARTICLE 12 – Special Leaves/Military Leave/Jury Duty ..... 12  
ARTICLE 13 – Separability ..... 14  
ARTICLE 14 – Personal Leave ..... 14  
ARTICLE 15 – Holidays ..... 14  
ARTICLE 16 – Vacation Leave ..... 15  
ARTICLE 17 – Seniority..... 16  
ARTICLE 18 – Layoff and Recall ..... 16  
ARTICLE 19 – Sick Leave ..... 18  
ARTICLE 20 – Hours of Work ..... 19  
ARTICLE 21 – Wages..... 20  
ARTICLE 22 – Health Insurance ..... 21  
ARTICLE 23 – P.E.R.S..... 22  
ARTICLE 24 – Duration, Successor, Waiver ..... 22

**ARTICLE 1 – Preamble, Recognition, and Management Rights**

**Section 1.1 Purpose** This Agreement is made by and between Lawrence County Auditor (hereinafter referred to as the "Employer"), and General Truck Drivers and Helpers Union Local No. 92 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), as the sole and exclusive bargaining representative of the employees in the bargaining unit.

**Section 1.2 Bargaining Unit** As certified in SERB Case No. 09-REP-05-0057, the bargaining unit is as follows:

**Inclusions** All regular, full-time employees in the classifications of Deputy Auditor Real Estate and Deputy Auditor Finance

**Exclusions** All professional, confidential and supervisory employees including employees in the classifications of Chief Deputy, Real Estate Administrator, Payroll/HR Administrator, and Finance Administrator.

**Section 1.3 Management Rights** Except as specifically limited in this Agreement, the Employer shall have the exclusive right to administer the business of the Lawrence County Auditor's Office, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
- B. to promulgate and enforce rules and regulations and to otherwise exercise the prerogatives of management;
- C. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. to determine the department's goals, objectives, programs, and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. to determine the size and composition of the work force and the number of shifts required, to establish work schedules and hours of work, to establish, modify, or abolish jobs (or classifications), and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. to determine the necessity to schedule overtime and the amount required thereof;

- G. to maintain the security of records and other pertinent information;
- H. to determine the overall budget;
- I. to maintain and improve the efficiency and effectiveness of the Employer's operation; and
- J. to determine and implement necessary actions in emergency situations.

**Section 1.4 Reservation of Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the function of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

**ARTICLE 2 – No Strike**

**Section 2.1 General Responsibilities of Parties** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lawrence County.

**Section 2.2 No Strike** The Union agrees that neither it, its officers, agents or representatives will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the term of this Agreement. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage.

**Section 2.3 No Lockout** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 2.2 of this Article.

### **ARTICLE 3 – Training and Tuition Reimbursement**

**Section 3.1 Training** In recognition of the value of continuing education and professional development of employees, the Employer shall provide the necessary training and coursework which the Employer requires at the Employer's expense.

The expense for employees who are required to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency shall be paid by the Employer.

### **ARTICLE 4 – Dues Deduction**

**Section 4.1 Dues Deduction** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues, including fees and assessments. The Union will thereafter bill the Employer, in writing, at the beginning of the Contract and monthly of the total charges and its current membership. The Union will update membership and dues information as needed. The Union shall submit a written authorization for dues deductions, signed and dated by the employee. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member (1) resigns or is separated from employment; (2) is laid off from employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

**Section 4.2 Error in Deduction** It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

**Section 4.3 Fair Share Fee** Any employee who is not a member of Local 92 shall pay Local 92, through payroll deduction, a contract service fee or fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of Local 92, nor shall the fee exceed the dues paid by members of Local 92 in the same bargaining unit. Local 92 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit

(during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of Local 92 less each non-member's proportionate share of the amount of Local 92's dues and service fees spent on activities not chargeable to such service fees during the prior year. The Union will supply the actual amount of the fair share fee deduction to the Employer. If an employee challenges the propriety of Local 92's use of such fee, deductions shall continue, but Local 92 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

**Section 4.4 Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

## **ARTICLE 5 – Union Representation/Bulletin Boards**

**Section 5.1 Employee Stewards** The Union will supply the Employer with a written list of names of shop stewards upon execution of this Agreement. The Employer agrees to recognize one (1) employee as Union steward for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union shall notify the Employer in writing of any changes in stewards, which may occur from time to time. The steward shall have no authority to take any action interrupting the Employer's business.

One (1) Union steward shall be excused with pay when pre-disciplinary conferences (hearings), grievance meetings or arbitrations are scheduled during their normal work hours. One steward shall also be excused without pay for investigative activities. The representative or employee must notify his/her supervisor at least twenty-four (24) hours in advance of the absence, unless the absence is of an emergent nature and requires a steward's immediate response.

**Section 5.2 Continuation of Services** The Union and the Employer jointly recognize that the first priority and mission of Lawrence County Auditors is providing quality Auditor Services. The investigation and writing of grievances and/or other Union activities which Union stewards or other employees undertake during work time will not interfere with the primary mission of the Lawrence County Auditor's Office.

**Section 5.3 Access to Premises** The Union business agent or designees of the Local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon prior Notice to the Auditor.

**Section 5.4 Bulletin Boards** The Employer agrees to provide space for a bulletin board in the Auditor Center for the Union's use for official Union business. The location of the space shall be reasonably accessible to all members. Materials containing personal attacks upon any other member or any other employee, derogatory attacks upon the administration, attacks and/or favorable comments regarding candidates for public office, or for office in any employee organization, shall be prohibited from being posted on the bulletin board at any time. No material shall be posted which is profane, obscene or of an indecent nature.

### **ARTICLE 6 – Work Rules and Directives**

The Employer agrees that any work rules, which it may promulgate, affecting the employees, shall be reasonable and shall be reduced to writing and a copy provided to each employee in advance of the enforcement of the rule. Any complaint by an employee that an Employer work rule or written directive is in violation of this Agreement, or has not been applied or interpreted uniformly to all employees, shall be a proper subject of grievance.

### **ARTICLE 7 – Labor Management Meeting**

**Section 7.1 Meetings** In the interest of sound labor/management relations, representatives of the Employer shall meet with representatives of the Local to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings shall be held by mutual agreement, at the request of either party.

The parties will exchange an agenda at least five (5) working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

## **ARTICLE 8 – Grievance Procedure**

**Section 8.1 Grievance Definition, Representation** A grievance is an allegation by a bargaining unit member or the Union that the terms of this Agreement have been violated or a dispute concerning the interpretation or application of a specific provision of this Agreement. Bargaining unit members shall be afforded the right to representation at all levels of the procedure. When any such grievance arises, the steps below shall apply.

### **Section 8.2 Steps of the Grievance Procedure**

- A. Step One (First Step) Immediate Supervisor** – The party(ies) filing the grievance shall have ten (10) working days from the occurrence of the event or when the party(ies) knew or reasonably should have known of the occurrence of the event that gave rise to the grievance (but in no case longer than twenty (20) working days), to file the grievance. Within five (5) working days after receipt of the grievance, a meeting shall be held between the grievant and the supervisor with the Union steward present, if requested by grievant. The supervisor shall provide a written response to the grievant and the Union steward within five (5) working days of the conclusion of the meeting. If no person is serving as the immediate supervisor, said grievance shall be made directly to the Auditors.
- B. Step Two (Second Step) Auditors** – If the grievance is not resolved in Step One, the Employer's representative, the Union business agent, the steward and the grievant shall meet within ten (10) working days and attempt a resolution. If the grievance is not resolved, the Employer will provide a written answer to the Union within five (5) working days after the meeting.
- C. Step Three (Arbitration)**
1. If grievance is not resolved at Step Two, the Union may, within ten (10) working days after receipt of the answer, submit the grievance to arbitration. Upon notification to the Auditor of its intent to arbitrate the grievance, the Union and Employer shall submit a joint request to the American Arbitration Association for a list of seven (7) arbitrators to be sent to both the Union and the Employer. Any cost for the list shall be split equally between the parties. The parties shall meet within five (5) working days of receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike being made by the Union as the party who requested Arbitration. The parties shall have the right to reject up to two (2) lists (one each) of arbitrators before selecting an arbitrator, if this rejection of the AAA list is made prior to the meeting to strike names. Any rejection of a list must be

accompanied by a request for a new list. The party canceling the arbitration shall be responsible for any and all fees due the arbitrator.

2. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein). The Arbitrator shall have no power or authority to make any decision:
  - a. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties;
  - b. Concerning the establishment of wage rates not negotiated as part of this Agreement;
  - c. Changing or setting new standards of performance or the standard for licenses or certificates;
3. The costs of the Arbitrator, including the travel expenses, hearing room, and any associated expenses shall be paid in equal shares.
  - a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
  - b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes a copy available without charge to the Arbitrator and a copy to the other party at a cost of 1/3 of the expense incurred for making the transcribed record. If both parties desire a recording and/or transcript, then they shall equally pay the cost of such recording or transcript.
4. Bargaining unit members involved in the arbitration procedure shall be released from their duties, with pay, for a reasonable amount of time when attending the arbitration hearing when they are appearing as witnesses or grievant.
5. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) working days from the close of the hearing. The decision shall be final and binding on the Union and its members and the Employer and its Bargaining Unit members to the extent allowed by statute.
6. If the Arbitrator's decision awards the payment of back wages covering the period of the Bargaining Unit member's separation from the Employer's payroll, the amount so awarded shall be less any

unemployment compensation and shall not include the assumption the Bargaining Unit member would have worked unscheduled overtime during the period of separation from the Employer's payroll.

7. The question of arbitrability of the 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.

### **Section 8.3 General**

- A. Aggrieved person.** An "aggrieved person" is the Union or the person or persons making the claim. A grievance may be brought by the Union on behalf of multiple members similarly affected, in which event the grievance may be processed as a group grievance and separate grievances by each of the affected Bargaining Unit members need not be filed.
- B. Prompt processing.** Grievances shall be processed promptly; however, the time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union.
- C. Withdrawal of grievances.** A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure except to Step 3, Arbitration, which requires a specific request by the Union to advance the grievance to arbitration. The parties may choose to settle any grievance without setting a precedent and all such settlements below Step Three are non-prejudicial.
- D. Grievance form information.** The written grievance shall be submitted on a grievance form which shall contain the following information:
  1. Aggrieved person's name;
  2. Name of the aggrieved person's immediate supervisor;
  3. Date and time of the incident given rise to the grievance;
  4. Date and time the grievance was first discussed with the supervisor;
  5. The Articles and sections of the Agreement violated;
  6. A brief statement of the facts involved in the grievance;
  7. The remedy requested to resolve the grievance; and
  8. Name of the Union representative.

Failure to fully complete the grievance form will not void the grievance. However, the Employer reserves the right not to process the grievance beyond Step 1 until all of the information outlined in Section 8.3 (D) (1-8) is received in writing, from the Union. (A Step 2 Grievance Meeting will not be scheduled until receipt of same)

- E. Working days.** Working days for the purpose of this Article are defined as Monday through Friday, exclusive of holidays and weekends (Saturday and Sunday).
- F. Exclusive representative.** No labor organization or representative of the Bargaining Unit member other than those designated by the Union may represent the Bargaining Unit member or be present during any step of the grievance procedure.
- G. Exclusive remedy.** This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were available to employees prior to this Agreement.

## **ARTICLE 9 – Discipline Procedures and Personnel Records**

**Section 9.1 Good Behavior** No employee shall be disciplined except for just cause pursuant to any of the methods listed in this Article.

**Section 9.2 Methods of Progressive Discipline** Except where more severe discipline is warranted, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, and the nature of the infraction. Discipline may include the following:

- |                      |                                     |
|----------------------|-------------------------------------|
| A. Verbal reprimand  | D. Termination                      |
| B. Written reprimand | E. Working Suspension               |
| C. Suspension        | F. Other Mutually Agreed Discipline |

The level of discipline shall be commensurate with the infraction. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter.

**Section 9.3 Pre-disciplinary Meetings** In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary conference between the employee and the Employer, or his designee, shall be arranged. The Employer will give written notice to the affected employee if absent, with a copy to the Local Union. The employee may have a union steward or a union

official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. When the nature of the offense is such that immediate disciplinary action is required, the County may, at its discretion, place an employee on paid administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

**Section 9.4 Manner of Discipline** The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

**Section 9.5 Appeals of Discipline** Employees may file grievances of suspensions, demotions, and terminations. Grievances must be appealed directly to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved. An employee may not pursue any appeal of a disciplinary action to any other forum as the grievance-arbitration procedure is the sole remedy.

**Section 9.6 Personnel Files**

- A. **Employee Access to Personnel File** An employee shall have access to his or her personnel folder, upon reasonable notice. Inspection shall occur at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.
- B. **Copies of Records in Personnel Files** A copy of any record or document which has been placed in and/or removed from the employee's personnel file shall be provided to the employee upon request at no cost, except where the record or document originates from the employee or has been otherwise provided to the employee. No anonymous material of any type shall be included in the employee's official personnel files. Any record, in any file created by the County, except those deemed confidential by the Ohio Public Records Act, shall be accessible to the bargaining unit employee upon request.
- C. **Inaccurate Documents** Should any employee have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum explaining the alleged inaccuracy. The employee's memorandum will be placed in the employee's file. An employee shall have the right to attach a rebuttal or explanation statement to any document in his personnel file.
- D. **Duration of Records** All actions of record, including counseling forms, minor reprimands, written reprimands, demotions, suspensions, or dismissal, will be

maintained in each employee's personnel file for a specified period of time. The following retention schedule shall apply:

1. Oral and written reprimands will be removed, upon the employee's request, one (1) year from the date of issuance and will no longer be used for the purpose of progressive discipline provided that no further discipline for the same or similar offense is imposed within one (1) year of the reprimand. However such records will be maintained by the Department and may be utilized for the purpose of establishing that the employee had knowledge of the standard of conduct only if the employee raises the defense of lack of knowledge.
2. For any suspension or demotion, the action of record shall be removed upon an employee's request, three (3) years after such was given provided that no further discipline resulting in a suspension or demotion for the same or similar offense has occurred. However such records will be maintained by the Department and may be utilized for the purpose of establishing that an employee had knowledge of a standard of conduct only if the employee raises the defense of lack of knowledge. In any case when a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance.
3. Copies of commendations, letters of appreciation and like matters concerning an individual employee shall also be maintained in the employee's personnel file.

## **ARTICLE 10 – Probationary Period**

**Section 10.1 Requirement to Serve Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a bargaining unit employee. Employees who are employed part-time do not have to serve a new probationary period upon becoming full-time employees.

**Section 10.2 Length of Probationary Periods** The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of 120 consecutive calendar days.

The probationary period may be extended by the Employer by a period of up to 120 days provided the Employer indicates to the employee and the Union the reasons for the extension.

A probationary employee who has lost work time due to illness or injury for more than five (5) workdays (cumulative) shall have his probationary period extended by the length of the illness or injury.

**Section 10.3 Appeals by Probationary Period Employees** A probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

### **ARTICLE 11 – Medical Examination**

**Section 11.1 Examinations – General** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee.

**Section 11.2 Examination – Appeals** The Employer may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave, vacation or disability leave or if it is determined that the employee is unable to perform the material and substantial duties of their position the employee may be disability separated. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

In the event an employee is required to take an examination the employee may request to have a Union representative present at meetings with the Employer to discuss the reasons for the medical examination and the employee may in writing authorize the Employer to allow the Union to review medical information for that employee maintained by the Employer.

### **ARTICLE 12 – Special Leaves/Military Leave/Jury Duty**

**Section 12.1 Leave without Pay** Leave without pay may be granted, upon the approval of the Employer if requested in writing by the employee. Leave without pay may be granted for:

- A. Personal Leave. A leave without pay may be granted at the discretion of the Employer.

- B. **Medical Leave of Absence.** Upon written application to the Employer leaves of absence may be granted to a full-time employee who is absent from work and unable to work because of a medically diagnosable, sickness, injury, or disability, provided, however, that the employee submits to the Employer such medical evidence of the cause and duration of the absence, the employee's inability to work, and the employee's ability to resume employment as the Employer may request. The Employer reserves the right to refer an employee to a doctor of its choice to obtain information concerning a period of absence.

**Section 12.2 Jury Duty Leave** Leave with pay may be granted to an employee in order that he may serve required jury duty, or if he is required by law to appear in a case resulting directly from the discharge of his duties as an employee. In such cases, all witness or jury fees shall be signed over to the Employer.

**Section 12.3 Military Leave** Each employee who is a member of the Ohio organized militia, or a member of the other reserve components of the armed forces of the United States, including the Ohio National Guard, shall be granted a military leave of absence provided by the applicable state and federal statutes. The employee must provide evidence of military service.

**Section 12.4 Family and Medical Leave** Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

- Because of the birth of a child or placement for adoption or foster care of a child;
- In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
- Because of a serious health condition that makes the employee unable to perform his/her employment functions.

The employee must provide the Employer with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days' notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider.

The Employer, at its expense, may require a second opinion on the validity of the certification. If this second opinion contradicts the first opinion submitted by the

employee, a third opinion, at the Employer's expense, shall be sought from a mutually agreeable physician, which shall be binding on both the employee and the Employer.

An employee seeking FMLA leave must first use paid sick time (if applicable) before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks taken because of the birth of a child or placement for adoption or foster care of a child.

### **ARTICLE 13 – Separability**

**Section 13.1 Separable Provisions** If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be invalid and unenforceable, the Employer and the Union shall meet to negotiate a clause to replace the clause adjudged to be so invalid and unenforceable. The remainder of the Agreement, except such clause, shall not be impaired or affected.

### **ARTICLE 14 – Personal Leave**

**Section 14.1 Personal Leave** Effective January 1 of each year, each full time employee shall receive forty (40) hours of personal leave. Such leave may be taken in one (1) hour increments, up to 16 hours. The balance shall be taken in minimum increments of one-half of the shift. An employee, upon serving their probationary period, will enjoy sixteen (16) hours of paid personal leave. An employee, after serving one (1) year, will enjoy the full entitlement of personal leave listed herein. The employee shall give twenty four (24) hours advanced notice to the Employer, with seniority being the governing factor.

### **ARTICLE 15 – Holidays**

**Section 15.1 Paid Holidays** The following are designated as paid holidays for all employees: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, General Election Day (should the court be closed for primary election day, the employees will enjoy the day off with pay), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and the employee's birthday.

**Section 15.2** When a holiday is observed on Saturday, the bargaining unit will enjoy it on the preceding Friday. When a holiday falls on a Sunday, the bargaining unit will enjoy it on the following Monday. When Christmas Eve and New Year's Eve falls on a Wednesday, the holiday will move to Friday (the day after Christmas and New Year's respectively), if the "Eve" holidays fall on a Sunday, they shall move to the following Tuesday (the day after Christmas and New Year's respectively).

**ARTICLE 16 – Vacation Leave**

**Section 16.1 Conditions for Accrual** Employees shall accrue vacation leave by pay period at the annual rate set forth in Section 16.2, based upon continuous years of service credit which includes years of service with the Employer and service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Any employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by the Employer on or after September 1, 2015, shall not have any of his prior service with the Employer or any county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with the Auditor’s Office.

**Section 16.2 Accrual Schedule for Vacations** Each employee shall be entitled to vacation leave based upon the following vacation schedule:

<b>Years of Service</b>	<b>Accrued Vacation</b>
1 year of service	2 weeks
5 years of service	3 weeks
10 years of service	4 weeks
15 years of service	5 weeks

**Section 16.3 Conditions of Use and Carry-over** Vacation shall only be taken after prior authorization of Auditor. Auditor reserves the right to determine or to limit the number of employees off on vacation at any given time. Employees earn two (2) weeks’ vacation during their first year of service and may take the earned vacation after one (1) year of employment.

An employee with more than one (1) year of service on December 31 may carry forward into the next calendar year up to three (3) times the amount of vacation earned during the preceding year.

**Section 16.4 Vacation Scheduling** Vacation selection will be done in seniority order. Employees will have the option to change based on availability. Bargaining unit members will continue the current practice.

**Section 16.5 Unpaid Vacation Leave Paid Out at Separation** Employees who have more than one (1) year of service and who are permanently laid off, who resign, or who separate in good standing from County service shall be paid all unused but accrued vacation to which they are entitled at the rate then in effect at the time of

separation. In the event of the employee's death, such compensation shall be paid to the employee's surviving spouse, or secondarily, his/her estate.

Individuals terminating employment prior to completing one (1) year of continuous service are not eligible to receive compensation for accrued vacation hours. An employee who has more than one (1) year of service shall be entitled to receive the base equivalent of his accumulated but unused vacation at the time of separation in good standing.

## **ARTICLE 17 – Seniority**

**Section 17.1 Definition and List** Seniority shall be computed from the last date of hire. A seniority list will be established by the Employer based upon hire dates documented in the Personnel Records. Ties in seniority due to more than one employee hired on the same day (as documented in the Personnel Records) shall be broken as described in Section 17.4.

**Section 17.2 Application** "Seniority" as defined in this Article herein shall apply wherever the term is used in this Agreement.

**Section 17.3 Break in Service** The following shall be considered as breaks in continuous service if an employee:

- A. Quits,
- B. Is terminated for just cause,
- C. Refuses recall after layoff,
- D. Accepts a managerial position, and bids back into the bargaining unit. (The time spent in the managerial position will be deducted from his continuous service time).

**Section 17.4 Tie Breaker** Ties in seniority shall be broken by using the employee's social security numbers, starting at the last digit with the highest number nine (9) being considered senior and zero (0) low. If a tie exists with the last number, the next to the last number will be used to break the tie, and so on, until the tie is broken.

## **ARTICLE 18 – Layoff and Recall**

**Section 18.1 Reasons for Layoff and Notification of Layoff** The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The parties agree to discuss the layoff procedure and any alterations to the layoff. However, while full time employees are on layoff, part time employees will not be used on a regular basis to fill full time positions. The decision of whether a layoff or job abolishment is necessary

and from which classifications layoffs shall be made is within the sole discretion of the Employer.

**Section 18.2 Layoff and Recall Period** Layoffs of bargaining unit members will be by classification and within the classification by seniority. Within each classification employees shall be laid off in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are laid off. Employees may displace an employee in another classification in the bargaining unit if the employee previously served in the classification and the employee has greater seniority than the employee displaced. Laid off employees shall have the right to recall to a position in their former classification for a period up to twenty-four (24) months from the date of layoff.

**Section 18.3 Laid Off Full-Time Employees Become Part-Time** In the event of a layoff and the Employer is then currently utilizing part-time employees, - any full time employee affected by a layoff may become a part-time employee and will be given priority and preference in the scheduling of available part-time shifts over other part-time employees, within the same department or the office (i.e. Real Estate vs. Finance). In the event that there is more than one full-time employee affected by a layoff, scheduling priority between those former full-time employees shall be determined by seniority. Any full-time employee requesting to work in a part time position must possess the necessary certifications for the position and be able to perform the work of the position.

**Section 18.4 Recall Notification** The Employer shall provide written notice of recall to the affected employees via registered mail to the employee's last known address and to a Union Business Agent. It shall be the responsibility of each employee to keep the Employer informed of his current mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff classification.

**Section 18.5 Time Limits for Recall and Return From Layoff** The laid off employee shall have fourteen (14) calendar days after mailing of the recall notice to exercise his rights to recall by giving written notice to the employer of intent to return. After expiration of this time, the next employee in line on the recall roster shall be notified and given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) calendar days from the date of the employee's notification of intent to return, unless a longer period is provided. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

**Section 18.6 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

**Section 18.7 Training/Continuing Education** Employees will be offered, at no cost to the employee, all training provided to other Employees to maintain their certification status and skills while they are in layoff status.

## **ARTICLE 19 – Sick Leave**

**Section 19.1 Sick Leave Accrual** All employees shall accrue sick leave at the rate of .0575 per hour each hour worked and while on approved paid leave.

**Section 19.2** Sick leave may be utilized for the following reasons:

- A. Illness or injury of the employee, or immediate family living in the employee's home. (For the purpose of sick leave under this Article, immediate family is defined as spouse, parent or parent-in-law, child or grand-child.)
- B. If members of an employee's household have a contagious disease requiring quarantine and the employee falls under the quarantine because of exposure to the disease.

**Section 19.3 Payment of Unused Sick Leave Upon Retirement** After at least ten (10) full years of public service an employee who qualifies for retirement under an Ohio public retirement system and actually retires from service, shall be entitled to receive payment for accumulated unused sick leave. The rate of pay for such accumulated sick leave shall be at the employee's straight time hourly rate of pay at separation multiplied by one quarter ( $\frac{1}{4}$ ) of the total number of accumulated sick leave hours, to a maximum of thirty (30) days.

**Section 19.4 Sick Leave Transfer from Prior Public Employer** Any employee who has accrued sick leave with the State of Ohio or any political subdivision of the State of Ohio shall be entitled to have this accrued sick leave transferred to the County of Lawrence, provided they were not paid out for their accumulated sick leave upon separation of prior employment.

**Section 19.5 Notification** Employees must notify the Auditor or his designee as far in advance as possible. The employee must, while giving notification, advise the Auditor or his designee of the reasons for the absence and the probable date of return to work.

A return to work statement is required for an absence of three (3) consecutive days.

When requesting and/or taking less than one full sick day (in minimal increments of one (1) hour) the employee must notify his or her immediate supervisor of his or her arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick time.

**Section 19.6 Abuse or Misuse of Sick Leave** Falsification of a physician's statement, patterns of absences on weekends/holidays/etc., falsification of sick leave reasons, or failure to comply with the provisions of this Article may result in disciplinary action. The Employer, at its discretion, may establish an attendance policy, subject only to negotiation of the effects of such policy.

**Section 19.7 Bereavement Leave**

- A. In the event of the death of an immediate family member of a bargaining unit member, an employee shall be granted paid sick leave up to three (3) consecutive work days (24 hours). One day must include the day of the funeral/burial. Employees requiring additional time off due to travel in excess of 200 miles from Lawrence County to attend the service, or for making funeral or estate arrangements, may elect to use accrued vacation time or leave without pay.
- B. The immediate family for purposes of bereavement leave shall include: spouse, son, daughter, brother, sister, parent, legal guardian, person who stands in place of a parent, grandparent, grandchild, step-father, step-mother, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any relative who is a member of the employee's immediate household. The employee will be able to utilize sick time or vacation time, to a maximum of forty (40) hours, if needed, for extension of bereavement leave.

**ARTICLE 20 – Hours of Work**

**Section 20.1 Workweek and Workday** The basic workweek shall be forty (40) hours. A normal work day shall be eight (8) hours. Each employee will receive one (1) hour paid lunch period each work day. Normal working hours will be 8:00am – 4:00pm. The normal working hours may be changed if the majority of other offices in the courthouse change their working hours as well and subject to mutual agreement between the Employer and the Union.

**Section 20.2 Overtime** All employees shall be compensated for the number of hours worked, at their salary rate of pay for all hours worked. Overtime shall consist of all work in excess of eight (8) hours in a single work day or all work in excess of forty (40) hours in any one workweek. Overtime work will be compensated at one and one

half (1 ½) times the salary base rate for the hours of overtime worked. Paid holidays, paid sick leave and paid vacations will be counted for purposes of computing overtime, except as otherwise provided herein. Employees shall be paid double time and a half (holiday pay at straight rate and time and one-half for hours worked) for any time worked on any holiday identified in Article 15. The Employer may choose to compensate the employee in comp time instead of payment when the budget will not allow for payment, subject to mutual agreement between the Employer and the Union and shall be retroactive until the first year only.

## **ARTICLE 21 – Wages**

### **Section 21.1 Wage Increases**

2015	Lump sum \$700 per employee payable after execution of Agreement
2016	County revised wage plan
2017	Increase \$.50/hr to base rate wage
2018	Increase \$.50/hr to base rate wage

Increases are effective for first pay period in January of each year.

Employees who are working and drawing social security, and are restricted by social security of their yearly earnings limit, may receive a supplemental payment of the difference between the social security limit and the wage scale provided that employee. The employee must submit a written request for the payment. This payment will be made in December and prorated for full pay periods if the employee terminates in good standing prior to December 31.

**Section 21.2 Longevity** Beginning on the first day of the pay period within which the employee completes five (5) years of total continuous service time with the Employer, each employee shall receive longevity according to the following scale:

5 years: \$.25 per hour (added to the employee's base rate of pay)

**Section 21.3 Granting of Longevity** In determining longevity adjustments, no increases shall be given as a result of any service completed on or before September 1, 2009; that is, only continuous, uninterrupted service since September 1, 2009 shall be credited for longevity. Breaks in service, retirement, etc. shall constitute a break service time for longevity.

The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes held by the employee or by any change in pay range for the employee's class. Longevity pay adjustments shall become effective at the beginning of the pay

period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.

## **ARTICLE 22 – Health Insurance**

**Section 22.1 Insurance Coverage** Regular, full-time employees will be enrolled in the Central States, Southeast and Southwest Areas Health and Welfare Fund (Central States Fund) for the purpose of having health insurance benefits. The employees will be enrolled in the PB Plan excluding Retiree Health Plan Benefits.

**Section 22.2 Premium Contributions** Employees shall contribute to Central States, Southeast and Southwest Areas Health and Welfare Fund as follow:

2016	Employee contribute \$58 per pay (\$1,508 yearly)
2017	Employee contribute \$61 per pay (\$1,612 yearly)
2018	Employee contribute \$64 per pay (\$1,716 yearly)

Effective the first pay period in January of each year

The Employer and employees shall make Health and Welfare contributions for each week in which the employee receives compensation from the Employer.

Employees who are covered by this Agreement and who have been on the payroll thirty (30) or more consecutive calendar days shall be eligible for enrollment in the Plan.

**Section 22.3 Enrollment, Employer Indemnity** The Steward will be responsible for enrolling the employees in Central States and the Employer will cooperate with the enrollment and change in insurance.

The Employer has no liability or responsibility as to the benefits, changes in the plan, payment of claims or administration of the plan.

**Section 22.4 Alternate Coverage** Should Central States not be available at any time during the term of the Agreement employees will be eligible to enroll in the County's Health Insurance plan according to the terms and conditions of the plan at the time, subject to any enrollment requirements, at the contribution rate established by the Plan.

Should Central States Insurance cease providing insurance for the employees for any reason not caused by the employees, then the Health Insurance Article would become subject to negotiation at that time.

**ARTICLE 23 – P.E.R.S.**

The Employer will continue to pay its portion as required by law and the employees will continue to have deductions made, as required by law.

**ARTICLE 24 – Duration, Successor, Waiver**

**Section 24.1 Duration** This Agreement shall be effective as of the Date of Execution, and shall terminate the 31<sup>st</sup> day of December 2018.

**Section 24.2 Successor Agreement** If either the Employer or the Union desires to terminate, modify or negotiate a successor agreement, it shall serve written notice upon the other party of the proposed termination, modification or desire to negotiate a successor agreement, said notice shall be served not sooner than September 1<sup>st</sup> but not less than sixty (60) days prior to the expiration date of this Agreement. In the event notification is not given by either party, this Agreement shall remain in full force and effect from year to year.

**Section 24.3 Waiver** 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and all other agreements, either written or oral, or by tradition, custom, or practice, are hereby canceled.

GENERAL TRUCK DRIVERS AND  
HELPERS UNION LOCAL NO. 92

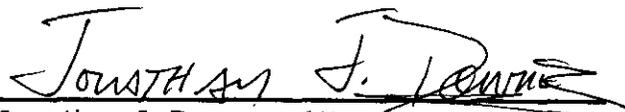
LAWRENCE COUNTY AUDITOR

  
Dale Shaffer, Vice President

  
Jason Stephens, Auditor

  
Warren Brustoski, Business Agent

  
Chris Kline, Chief Deputy Auditor

  
Jonathan J. Downes, Attorney