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AGREEMENT

BETWEEN THE

**LORAIN COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES**

AND

**THE UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
LOCAL UNION #2192**

**Effective Upon Execution
through
September 15, 2019**

SERB Case No. 2016-MED-06-0650

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. This agreement entered into by the Lorain County Department of Job and Family Services, hereinafter referred to as the “Employer,” and the International Union, United Automobile, Aerospace, and Agricultural Workers Local 2192, hereinafter referred to as the “Union,” has as its purpose the following:

It is the intent and purpose of the parties hereto that this agreement shall provide for orderly, harmonious, and cooperative employee relations. Toward this end the parties hereto agree to devote every effort to assure that the Union and the Employer will comply with the clear provisions of the agreement.

and

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and conditions of employment for those employees included in the bargaining unit as defined herein.

The provisions of this agreement constitute the entire agreement between the Union and the Employer, and all prior agreements, either oral or written, are hereby superseded.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for the purposes of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time or regular part-time in and holding one of the following classifications:

- Account Clerk 1
- Account Clerk 2
- Accountant
- Clerical Specialist 3
- Accountant
- Clerical Specialist 4
- Clerical Specialist 1
- Clerical Specialist 2
- Custodial Worker
- Clerical Specialist 2
- Clerical Specialist 2
- Eligibility/Referral Specialist 2
- Eligibility/Referral Specialist 1
- Eligibility/Referral Specialist 2

Clerical Specialist 2
Unit Support Worker 1
Unit Support Worker 1-E
Eligibility/Referral/Specialist 1
Eligibility/Referral/Specialist 2
Eligibility/Referral/Specialist 2-E
Investigator 1
Investigator 1-E
Investigator 2
Clerical Specialist 2
Maintenance Repair Worker
Clerical Specialist 1
Public Inquiries Assistant
Program Specialist
Unit Support Worker 1
Unit Support Worker 2
Social Service Worker 1
Social Service Worker 2
Statistics Clerk
Clerical Specialist 4
Clerical Specialist 2
Clerical Specialist 3
Telephone Operator 1

Section 2.2. The following positions and classifications are to be excluded from the bargaining unit:

Accountant (Confidential)
Account Clerk 2 (Fiscal)
Account Clerk Supervisor
Administrative Assistant
Administrative Assistant Supervisor
Assistant County Job and Family Services Administrator
Assistant Program Administrator
Budget Officer
Business Administrator
Case Manager/Investigator Supervisor 1
Case Manager/Investigator Supervisor 2
Clerical Specialist 3 (Confidential)
Clerical Supervisor
Contract Evaluator
County Job and Family Services Administrator
Eligibility Case Control Reviewer
Eligibility/Referral Supervisor 1
Fiscal Officer
Fiscal Specialist (Confidential)
Fiscal Supervisor
Hearing Officer

Human Resources Administrator
Human Resources Officer
Information Management Systems Supervisor
Maintenance Repair Supervisor
Management Information Systems Specialist 1
Program Administrator
Program Specialist
Public Information Specialist
Purchasing Agent
Security Officer
Social Services Supervisor 1
Training Officer 1
Training Officer 2
Training Supervisor

Section 2.3. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, intermittent, temporary (up to one hundred twenty [120] days), seasonal, interim, and employees in the unclassified service shall not be included in the bargaining unit. For the purpose of this agreement, an interim employee shall mean an appointment for an indefinite period of time, fixed by the length of absence of an employee due to sickness, disability, or approved leave of absence.

Section 2.4. Should new classifications be established within the agency which are not subject to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classifications within the bargaining unit. If the parties reach agreement, they shall file a joint request to amend the bargaining unit with the State Employment Relations Board. If the parties failed to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board for a unit clarification determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

Section 2.5. Should the Employer anticipate the introduction of new technology and should such introduction require a change in job classifications for one or more bargaining unit employees, the Employer will provide the Union with notice of such introduction at least thirty (30) calendar days in advance of such anticipated changes in an employee's job classification whenever possible. Upon written request from the Union, the parties shall schedule to meet for the purpose of negotiating over the effects of any such introduction of new technology.

Section 2.6. The Employer recognizes the Union as the exclusive representative of the bargaining unit, and will not take action for the purpose of eroding the bargaining unit.

Section 2.7. The foregoing "Recognition Clause" shall not be interpreted or applied so as to restrict the Employer from assigning non-bargaining unit personnel to perform work performed by bargaining unit personnel in accordance with job descriptions on file with the Department of Administrative Services, and consistent with Ohio Revised Code 4117.08(C)3 and (C)8.

Section 2.8. Non-bargaining unit employees shall not perform work performed by members of the bargaining unit so as to displace employees working in the bargaining unit.

ARTICLE 3
UNION REPRESENTATION

Section 3.1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. There shall be five (5) stewards recognized by the Employer. Each steward may have an alternate to act as steward in the absence of the regular steward.

Section 3.2. The Employer shall allow the stewards or alternate stewards, as the case may be, a reasonable amount of time off with pay to conduct appropriate Union representational business as defined herein.

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

- A. Representation of a member at any step of the grievance procedure, if requested by the employee;
- B. Attendance at a predisciplinary conference and representation, if requested by the employee;
- C. Attendance at meetings between the Union and Employer where their attendance is requested.

In addition to the above, the Union Chair/designee may meet for up to one (1) hour with newly hired bargaining unit employees to review the collective bargaining agreement. Such meeting will normally occur within the first month of the new hire orientation period, and will be scheduled by the Employer so as not to conflict with other orientation requirements. Additionally, the Director will approve a follow-up meeting of one (1) hour upon the advance request of the Union Chairperson/designee.

Section 3.3. The Union shall furnish the Employer with a written list of all stewards, alternates, and officers of the local Union and of any changes that may occur during the term of this agreement. Such notification shall be provided to the Employer in order for the Union representative to gain recognition.

The Union Chairperson will be provided with an Agency phone/phone line that allows for incoming and outgoing calls (a direct line).

Section 3.4. The Employer agrees that non-employee representatives of the Union shall be admitted to the Employer's facilities during normal business hours to attend grievance meetings, contract negotiations, and for other matters related to the administration of this agreement. The Union will provide the Employer twenty-four (24) hours advance notice, whenever possible, for the attendance of these non-employee representatives of the Union.

Section 3.5. Rules governing the activity of bargaining unit members and the employee Union representatives:

- A. The bargaining unit member and/or employee representative must obtain, in advance, authorization from his or her immediate supervisor before beginning Union activities.
- B. The bargaining unit member and/or employee representative shall identify the reason for the request at the time Union activity time is requested.
- C. The bargaining unit member and/or employee representative shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- D. The bargaining unit member and/or employee representative shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the steward's or alternate steward's immediate supervisor; and
- E. Failure to comply with such order may result in disciplinary action if it is found that the bargaining unit member and/or employee representative is abusing the rules of this section.
- F. The Employer shall not arbitrarily deny bargaining unit members and/or the employee representatives the opportunity to engage in representational business.

Section 3.6. Before leaving the job to conduct Union activity, all Union representatives shall be required to complete the Union representative time form. Said forms shall be furnished by the Employer, and shall be submitted to the immediate supervisor.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The Employer and the Union recognize their respective responsibilities under federal and state laws and regulations relating to fair employment practices. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex (including acts of sexual harassment), race, color, religion, political affiliation, national origin, ancestry, military status, veteran's status, genetic information, or disability except where a bona fide occupational qualification exists. This provision shall not be construed to entitle an employee's "domestic partner" to any benefit(s) not specifically delineated in the agreement as being applicable. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement and agrees to administer this agreement in accordance with applicable fair employment practice laws and regulations.

Section 4.2. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action (e.g., OCRC or EEOC) or legal action is filed, such grievance shall be tolled until the disposition of the external action.

Section 4.3. The Employer agrees not to interfere with the right of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this agreement.

Section 4.4. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4.5. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. Except as specifically limited by this agreement, the Employer shall have the exclusive right to administer the business of the Lorain County Department of Job and Family Services 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 to maintain order among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;

- J. To maintain and improve the efficiency and effectiveness of the Employer's operations;
and
- K. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 6 **DUES DEDUCTION**

Section 6.1. The Employer and the Union agree that membership in the Union is available to all employees specified as being in the bargaining unit, upon the commencement of the first day the employee works and accrues compensation.

Section 6.2. The Employer agrees to deduct regular Union membership dues and fees or assessments implemented by the Union from the pay of any employee eligible for membership in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and dues are normally deducted by the Employer. The first deduction from an employee's pay will also include a Union membership fee and the amount of such fee will be determined by the Union. Although an employee may exercise his right to membership, no employee shall have the right to challenge, through the grievance procedure contained herein or otherwise limited in the agreement, for any action, including discipline and removal, occurring while an employee is serving his probation period also specified herein. The Payroll Deduction Authorization Form, Appendix B, shall be provided by the Employer through the Payroll Officer.

Section 6.3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refund from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an unpaid approved leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 6.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 6.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 6.7. Deductions provided for in this article are subject to the approval of the County Auditor as required by statute and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 6.8. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and a copy of the written revocation shall be forwarded to the Union. All dues, fees, and assessments shall cancel upon the termination date of this agreement, unless the parties mutually agree otherwise.

Section 6.9. The Employer agrees to remit a copy of all newly submitted Payroll Deduction Authorization Forms along with a warrant in the aggregate amount of the deduction to the Union's Local Treasurer, or his successor. Such warrant shall be accompanied by a listing of the employees for whom deductions were made.

ARTICLE 7 **FAIR SHARE FEE**

Section 7.1. Sixty (60) days following the date of hire, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee to cover the employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such

fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy, contained herein as Appendix A.

Section 7.2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition therefore shall be the sole and exclusive obligation and responsibility of the Union. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.1. The grievance procedure is a formal mechanism intended to assure that employee grievances from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of an express provision(s) of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

Section 8.3. A grievance under this procedure may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, the steward will process the grievance and each employee desiring to be included shall sign the grievance.

Section 8.4. Normally, grievances must be processed at the proper step in the progression in order to be considered in the subsequent step, unless the parties mutually agree otherwise. Nothing herein shall prohibit a grievance from being filed at Step 3 or Step 4 if the immediate supervisor cannot properly respond to that particular grievance. Any employee may withdraw a grievance without prejudice at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and shall be considered appealed to the next step of the grievance procedure, provided the grievant(s) requests a hearing within ten (10) days of the date the written response was due. All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

Section 8.5. The written grievance shall state on the grievance form, among other things, the specific articles and sections of this agreement alleged to have been violated, an explanation of the facts, and the remedy requested to resolve the grievance.

Section 8.6. Each grievance shall be processed in the following manner:

Step 1 **Informal Step.** Within five (5) working days after the aggrieved person knew or reasonably should have known, of the fact, event, or condition on which a grievance is based, the aggrieved person shall discuss the complaint with the employee's immediate supervisor with the objective of resolving the matter informally at that level. The aggrieved person may request that their steward be present during the discussion. The immediate supervisor shall respond to the aggrieved person within three (3) working days of the informal discussion.

In the absence of the immediate supervisor, the matter should be addressed with the Administrator.

Step 2 **Immediate Supervisor.** If the problem is not resolved informally, the steward shall reduce the grievance to writing and the aggrieved person may present the written grievance to the immediate supervisor no later than ten (10) working days after the aggrieved person has received a response at the informal level. Within five (5) working days after the filing of the grievance, the immediate supervisor shall schedule a meeting with the aggrieved person, and if the person elects, his steward, to discuss the grievance and attempt to resolve it. Within five (5) working days after that meeting, the immediate supervisor shall provide the aggrieved person and the steward with a written response to the grievance.

Step 3 **Administrator.** If not satisfied with the written response received from the immediate supervisor, the aggrieved person may, within five (5) working days after the receipt of the immediate supervisor's written response, appeal in writing to the Administrator. Within five (5) working days after receipt of the grievance at Step 3, the Administrator shall schedule a meeting with the aggrieved person and the steward if the employee so chooses, to discuss the grievance and attempt to resolve it. Within five (5) working days after that meeting, the Administrator shall provide to the aggrieved person and the steward a written response to the grievance.

Step 4 **Director.** If not satisfied with the written response received from the Administrator, the aggrieved person may, within five (5) working days after receipt of the Administrator's written response, appeal in writing to the Director. Within five (5) working days after receipt of the grievance at Step 4, the Director and/or his designee shall schedule a meeting with the aggrieved person, Employer representatives, and no more than three (3) local Union representatives, if the employee so chooses, to discuss the grievance and attempt to resolve it. Within ten (10) working days after that meeting, the Director or his designee shall provide to the aggrieved person and the Union a written response to the grievance.

The International Representative may be present at this step. Meetings will be mutually agreed by between the Director/designee and the International Representative.

Step 5

Board of County Commissioners. If not satisfied with the written response received from the Director, the aggrieved person may, within five (5) working days after receipt of the written response, appeal in writing to the Board of County Commissioners. Within twenty (20) working days after the receipt of the grievance at Step 5, the Board of County Commissioners shall schedule a meeting with the aggrieved person, local Union President, the International Staff Representative, the Unit Chair Person, or Steward, and any Employer representatives the Board deems necessary. Within ten (10) working days after the meeting, the Board of County Commissioners shall provide to the aggrieved person and the Union a written response to the grievance.

Step 6

Intent To Arbitrate. If the grievance is not satisfactorily resolved at Step 5, the Union will notify the Director, in writing, within ten (10) working days that the grievance will be submitted to arbitration. A request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio must be submitted simultaneously with the arbitration request submitted to the Director.

- A. Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS. Prior to ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may reject up to three (3) lists.

The cost of additional lists shall be borne by the party who rejected the list.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

- B. If either party elects to receive a panel of arbitrators from the American Arbitration Association (AAA) instead of FMCS, as outlined in “A” above, the requesting party will notify the other once the parties have failed in their efforts to select an arbitrator and prior to either or both parties requesting a panel from the FMCS. The AAA panel will consist of fifteen (15) arbitrators and the cost of the panel will be paid by the party requesting the panel. Once the AAA submits the panel of arbitrators to the parties, each party shall have ten (10) days from the

mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

- C. The arbitrator shall have no power to:
1. Add to or subtract from or modify any terms of this agreement.
 2. Render a decision contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.
 3. Imply any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer as are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."
 4. Render a decision concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
 5. Render a decision providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
 6. Render a decision granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.
- D. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- F. The arbitrator's decision shall be final and binding to the Union, all bargaining unit employees, and the County.

- G. The arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
- H. The expense of the arbitrator's fees and services shall be borne by the losing party. In the event there is no clear winner or loser, expenses will be borne equally. Each party will be responsible for compensating its own representatives and witnesses who are non-employees of the County. The grievant and steward(s) will be granted leave with pay to attend arbitration hearings. The Union reserves the right to have an International Union, UAW, Representative at arbitration hearings.

Section 8.7. If an employee desires to represent himself, the Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present. If the employee represents himself, no adjustment to the grievance shall be inconsistent with the terms of the collective bargaining agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

Section 8.8. Grievances which affect the entire bargaining unit may be filed at Step 4 of the grievance procedure. Grievances concerning suspensions, demotions, and terminations shall be appealed directly to Step 4 of the grievance procedure.

Section 8.9. The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes between the Employer and the bargaining unit employees and the Union.

ARTICLE 9 **DISCIPLINARY PROCEDURES**

Section 9.1. No employee shall be disciplined, suspended, discharged, or removed except for just cause.

Section 9.2. Disciplinary action shall include: (a) one (1) or more verbal warnings; (b) one (1) or more written warnings; (c) one (1) or more suspensions with or without pay, at the Director's discretion, before discharge from employment, except as provided for in Section 3 of this article, when the Employer has determined that more severe disciplinary action is required.

Section 9.3.

- A. Except in instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.4. Whenever the Employer or his designee determines that an employee may be subject to suspension, reduction, or discharge for just cause, a predisciplinary (fact-finding) conference will be scheduled, with an administrator not in the employee's chain of command or division, to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The Employer shall notify the affected employee and the appropriate Union representative and/or steward of the date and time of the conference. The Union representative and/or steward shall be present at the predisciplinary conference unless agreed otherwise between said employee and representative. Any such agreement shall be reduced to writing, signed by both parties, and submitted to the Employer for the record. An employee may also elect, in writing, to waive the opportunity of a predisciplinary conference.

Section 9.5. An employee who is suspended or discharged may initiate a grievance for said discipline at the Director Step of the grievance procedure.

ARTICLE 10 **PERSONNEL FILES**

Section 10.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, books, and documents pertaining to bargaining unit employees. Pre-employment information such as reference checks and responses, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying. An official personnel file for each employee shall be maintained by the personnel office.

Section 10.2. To the extent that such records, papers, or other documents are not legitimately considered confidential, employees shall have access to their individual personnel files for review during normal business hours. Employees requesting review of their personnel file shall file a written request with their immediate supervisor. Except in case of emergency, requests for review shall be honored no later than three (3) work days after such request has been made.

Section 10.3. An employee may, through written authorization, request that the Union representative be permitted to review his individual personnel file. Union representatives shall present the written authorization to the Employer or his designee as a condition of access to the individual's personnel file.

Section 10.4. Employees, or their Union representative as provided in Section 3 of this article, will be provided a copy of any non-confidential materials contained in their personnel files upon written request and agreement to bear the cost of duplication, provided that the employee was not given a copy of the document.

Section 10.5. Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in their personnel file. The signing of such form shall not indicate agreement, only acknowledgment of receipt of copy. If the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use his refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received

by the employee shall be removed from his personnel file upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation and notice of any change in employment status.

Section 10.6. Employees will have the right to place in their personnel file materials which attest to their proficiency, experience, or newly acquired skills.

Section 10.7. Records of disciplinary action shall cease to have force and effect after a period of twelve (12) months for minor offenses (less than suspension) and eighteen (18) months for major offenses, provided the employee receives no additional disciplinary action during the above-referenced period. Inactive disciplinary actions shall remain in the employee's personnel record.

ARTICLE 11 **SENIORITY**

Section 11.1. “Seniority” and/or “Agency Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer, calculated from the first day for which the employee receives compensation from the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. Upon the date of hire, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of hire as specified in Section 1 of this article. In those cases where more than one (1) employee is hired on the same date, placement of those individuals will be determined by having their names placed in a hat and then drawn within the first two (2) weeks of employment.

Section 11.3. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave, unless the employee presents sufficient circumstances mitigating an immediate return.

Section 11.4. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement or resignation;
- C. Loss of recall rights;
- D. Failure to return to work within seven (7) days of recall from layoff, unless within such seven (7) days the Employer agrees to an alternative date for the employee to return to work;

- E. Failure to return to work immediately upon expiration of an approved leave of absence, unless the employee presents sufficient circumstances mitigating such failure;
- F. Absence of two (2) or more consecutive work days without notifying the Employer (no call/no show), which shall be considered a discharge for just cause unless the employee presents sufficient circumstances mitigating such absence.

Section 11.5. Employees shall continue to accrue seniority during the following:

- A. Absence while on an approved paid leave of absence;
- B. Absence while on an approved unpaid leave of absence.

Section 11.6. Once per year in January, the Employer shall post a seniority list, and shall provide one (1) copy to the Union. Any objections to the posted seniority shall be made in writing to the Employer within fifteen (15) days of the initial date of posting. Should no objection be filed within fifteen (15) days of the date of posting, the posted seniority shall be final. Employees on approved leave for the fifteen (15) days posting period shall be given notice of the seniority list concurrent with its posting sent to their address on file with the Employer.

Notwithstanding the above, employees who accept a promotion or transfer out of the bargaining unit shall cease to accumulate agency seniority on the date they complete their probationary period for the new position. If said employee returns to the bargaining unit after completing his probationary period, his seniority date shall be established as the date of return to the bargaining unit.

ARTICLE 12 **PROBATIONARY PERIOD/TRANSITIONAL PERIOD**

Section 12.1. Term of Probationary Period. The probationary period for all newly hired bargaining unit employees shall be one hundred and eighty (180) calendar days. The probationary period shall begin after the employee completes any required classroom and on-the-job training. In no event will the probationary period exceed a total of ten (10) months.

The Employer will conduct at least one (1) performance evaluation during each two (2) month period prior to the end of the probationary period.

Probationary employees may be removed at any time during the probationary period and shall have no appeal rights over such removal.

Extended absences of ten (10) working days or more during initial or promotional probation shall extend the probationary period by the actual number of days of absence.

Section 12.2. Transitional Period for Promoted Employees. A newly promoted employee will be required to successfully complete a transitional period in his newly appointed position.

The transitional period for a newly promoted employee shall begin after the employee completes any required classroom and on-the-job training and shall continue for a period of one hundred eighty (180) calendar days. In no event will the transitional period exceed a total of ten (10) months.

During this transitional period, the employee will be evaluated as to his or her ability to perform the duties of the new position. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification any time during his transitional period should a vacancy exist, or, if no such vacancy exists, to any vacant position in the next lowest classification for which he is qualified. An employee placed in a classification lower than his former classification shall be entitled to return to his former classification when a vacancy occurs. In no event shall the employee be laid off from work as a result of his failure to satisfactorily complete his transitional period. The Employer will conduct at least one (1) adjustment evaluation of a newly promoted employee prior to the end of the transitional period.

ARTICLE 13 **EVALUATION PROCEDURE**

Section 13.1. Excluding performance evaluations of newly hired employees and transitional evaluations of promoted, transferred, or demoted employees, employees shall be evaluated on an annual basis. Additional special evaluations as required by the Employer may be performed due to any change in positions or classification (whether temporary or permanent), or change in supervisors.

Section 13.2. The purpose of the evaluation procedure is to inform the employee of his strengths and/or weaknesses as related to job performance. An employee may appeal his evaluation through the informal appeal procedure by discussing the evaluation with the Administrator, and if desired, to add a written rebuttal to the evaluation. In no instance shall employee evaluations be appealable through the grievance procedure contained in this agreement.

Section 13.3. The parties agree that should the Employer not complete a performance evaluation on a promoted, transferred, demoted, or newly hired employee in the time limits set forth in this agreement, the employee will be considered to have successfully completed the applicable probation or transition period.

ARTICLE 14 **PROMOTIONS**

Section 14.1. Whenever the Employer determines that a promotional opportunity or newly created classification exists, a notice of such opportunity shall be posted on the Employer's bulletin board in all facilities for a period of a minimum of five (5) work days. (No posting shall be made on Mondays and until after the Union is given a copy.) Applications will be considered initially from internal applicants, and thereafter, if no qualified applicants exist as determined by the Employer, from external applicants. During the posting period, anyone wishing to apply for the opportunity shall do so by submitting a written application or bid slip

to the Employer. The Employer shall not consider applications submitted after the posting period has expired, or applicants who do not meet the minimum qualifications for the job.

Section 14.2. Postings shall contain the opening and closing date for application, the classification title, rate of pay, the minimum educational and desired qualifications for the job, and a brief summary of job duties.

Section 14.3. It is the policy of the Employer to fill promotional opportunities from within provided qualified internal applicants exist as determined by the Employer. Consideration will be given to those employees who have completed the required service in their current position and have continued to demonstrate satisfactory performance. Newly hired employees will not be eligible for promotion until they have completed one (1) year of service in their current position. A newly promoted employee shall not be eligible for further promotions until he has completed six (6) months of service in his current position.

Section 14.4. Every qualified applicant will be considered for promotional opportunities or newly created classifications utilizing the following criteria:

- A. Work experience
 - 1. Internal
 - 2. External
- B. Education
 - 1. Related coursework
 - 2. Related training
- C. Skills and abilities
- D. Interview of applicants

All criteria will be considered equally important. Each employee applicant will be considered by the Employer based upon the above criteria to determine which applicant is best qualified to perform the duties of the position.

Section 14.5. If two (2) or more employees are substantially equal in meeting the criteria outlined in Section 4 above, then seniority based upon accumulated length of service with the agency shall govern in the awarding of the position.

Section 14.6. Applicants not qualified and qualified applicants not selected will be notified of the Employer's decision as soon as feasible after the selected applicant's acceptance.

Section 14.7. Promoted employees shall be moved to their new position within thirty (30) days, or at least receive the increase in pay no later than thirty (30) days, from the date of the selection, unless the promotion date is specified on the job posting for the position.

ARTICLE 15 DEMOTIONS

Section 15.1. Employee Initiated Demotion. Employees may request a voluntary demotion to a lower classification provided they possess the minimum qualifications for the classification. To be considered for a voluntary demotion, the employee must submit a letter of interest which indicates the specific lower classification of interest. Such letter of interest shall be submitted to the Director's office. At the beginning of each contract year, the Employer will send a letter to all employees with a demotion letter on file to determine if the employee is still interested in a demotion.

Section 15.2. Transitional Period for Demoted Employees. Any employee who receives an employee initiated demotion in accordance with Section 15.1 will be required to successfully complete a transitional period in his newly appointed position. The transitional period for a newly demoted employee shall begin after the employee completes any required classroom and on-the-job training and shall continue for a period of one hundred eighty (180) calendar days. During this period, the employee will be evaluated as to his or her ability to perform the duties of the new position. A newly demoted employee who evidences unsatisfactory performance may be involuntarily demoted, by the Employer, to a vacant position in the next lowest classification for which the employee is qualified.

Section 15.3. Transitional Employees. At any time during the transitional period a newly promoted or laterally transferred employee may submit a written request to be returned to his former classification should a vacancy exist, or if no such vacancy exists, to any vacant position in the next lowest classification for which he is qualified. An employee placed in a classification lower than his former classification shall be entitled to return to his former classification when a vacancy occurs.

Section 15.4. Employees who are demoted as a result of a management decision, and through no fault of their own, may apply for a new position by utilizing the procedures identified in Articles 14 and 16 of this agreement with no requirements to have served in their current position for any length of time.

ARTICLE 16 TRANSFERS

Section 16.1. Employee Initiated Transfers. Any employee who has completed his individual probationary or transitional period may apply for a transfer within the same classification then currently held through the filing with the Employer of a Letter of Interest. To be considered, a Letter of Interest must specify the division, office, or unit the employee desires to be transferred to. Such Letter of Interest shall be delivered to the Director's office. At the beginning of each contract year, the Employer will send a letter to all employees with a transfer letter on file to determine if the employee is still interested in a transfer.

Upon the Employer's determination of the existence of a permanent vacancy and prior to the implementation of the promotion procedure identified in Article 14, the Employer may consider employees requesting transfers who have complied with the requirements of this

section. Transfers accomplished pursuant to this section shall be limited to one (1) per year beginning with the date last transferred.

Section 16.2. Transitional Period for Transferred Employees. Any employee who receives an employee initiated transfer in accordance with Section 16.1 will be required to successfully complete a transitional period in his newly appointed position. The transitional period for a newly transferred employee shall begin after the employee completes any required classroom and on-the-job training and shall continue for a period of one hundred eighty (180) calendar days. During this period, the employee will be evaluated as to his or her ability to perform the duties of the new position. A newly transferred employee who evidences unsatisfactory performance may be returned to his former position, or to some other position in the same classification as deemed appropriate by the Employer, any time during his transitional period should a vacancy exist, or, if no such vacancy exists, to any vacant position in the next lowest classification for which the employee is qualified. An employee placed in a classification lower than his former classification shall be entitled to return to his former classification when a vacancy occurs. In no event shall the employee be laid off from work as a result of his failure to satisfactorily complete his transitional period. The Employer will conduct at least one (1) adjustment evaluation of a newly transferred employee prior to the end of the transitional period.

Section 16.3. Employer Initiated Transfers — Permanent. When the Employer determines that a permanent transfer is necessary, it shall determine from which supervisory unit and classification said transfer shall occur. In the event none of the employees in the affected supervisory unit volunteer for such permanent transfer, the Employer shall designate the least senior non-probationary/non-transitional employee in the affected classification (agency seniority) in said supervisory unit for permanent transfer to another such unit that the Employer deems appropriate. For purposes of this section, a supervisory unit shall be defined as a group of employees who report to a particular supervisor. Employees who are laterally transferred as a result of a management decision, and through no fault of their own, may apply for a new position by utilizing the procedures identified in Article 14 or this article with no requirement to have served in their current position for any length of time.

Section 16.4. Employer Initiated Transfers — Temporary Transfers. In the event the Employer determines that a vacancy exists on a temporary basis, it shall select the employee from any supervisory unit deemed appropriate to perform the duties of said temporary vacancy. An employee shall not be transferred on a temporary basis for a period in excess of sixty (60) calendar days, unless an extension of the sixty (60) calendar day period is mutually agreed upon by the affected employee, Union, and the Employer.

ARTICLE 17

CLASSIFICATION AND JOB DESCRIPTION

Section 17.1 The Employer shall provide the Union with a copy of any new or changed job descriptions of bargaining unit employees at the time such changes are implemented. The Employer shall not change the job title or duties of a position within the bargaining unit in order to exclude that position from the bargaining unit. If, as a result of changes in job title or duties, the Employer believes a position which is in the bargaining unit should be excluded

from the bargaining unit, the Employer shall first discuss that matter with the Union. If the Employer and the Union cannot agree whether or not the position should be excluded from the bargaining unit, the Employer and the Union shall jointly submit a request to the State Employment Relations Board (SERB) to resolve the matter.

Note: Job titles throughout the collective bargaining agreement [CBA] have been updated to be consistent with updated state class plan (See also Article 2). Within one (1) year of execution of the successor CBA, bargaining unit job descriptions will be updated accordingly.

ARTICLE 18 **LAYOFF AND RECALL**

Section 18.1. Whenever the Employer determines that a layoff or abolishment is necessary due to lack of work, lack of funds, or for reasons of economy and efficiency, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss the impact of the layoff on bargaining unit employees.

Section 18.2. The Employer shall furnish the Union concurrent written notice of the name, seniority, class titles, and current assignment location of employees holding positions scheduled to be vacated.

The Employer also agrees that all employees who are scheduled to be laid off shall be given written notice of such layoff not less than fifteen (15) calendar days prior to the effective date of layoff. When layoffs and bumping have been completed, the Employer will provide the Union, as soon as feasible, a list identifying those employees who have been bumped or laid off. In the event of any layoffs, the Employer shall not modify or create new classifications for the purpose of avoiding the recall of bargaining unit employees during the term of their recall rights.

Section 18.3. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, layoff(s) shall occur in the following order:

- A. Temporary employees
- B. Probationary employees
- C. Regular part-time employees
- D. Seniority employees

The order of layoff in each of the above categories (A) through (D) shall be determined by lowest agency seniority as defined by this agreement.

Section 18.4. Provided that full-time employees scheduled to be laid off or bumped have the ability to perform the work, they may exercise their agency seniority to displace other bargaining unit employees in the following sequence:

- A. The least senior employee in the classification;
- B. The least senior employee in a lower classification in the same classification series;
- C. The least senior employee in a similar classification as identified in Appendix A;
- D. The least senior employee in a former classification held by the employee during the last two (2) years.

Should there not be an opportunity to bump within the employee's classification, the employee may displace the least senior employee in the agency for which he possess the qualifications for the position and can demonstrate an ability to perform the duties of the position within a two (2) week period, as determined by the Employer. Such opportunity shall be limited to one (1) displacement.

Section 18.5. Employees who are placed on layoff may request to receive payment for earned but unused vacation leave. The Employer will make payment in the pay period following the pay period in which such request is made.

Section 18.6. When the Employer elects to reduce the work force by layoff, and one (1) or more employees in the affected classification(s) desires to be placed on voluntary layoff regardless of their agency seniority status, layoff shall be granted under the following conditions:

- A. The volunteer with the most agency seniority shall be laid off first.
- B. Employee(s) who are placed on voluntary layoff may not displace employees in any other classification.
- C. Employee(s) who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification from which they were laid off. Employees who have elected a voluntary layoff may decline a recall only once; if a recall is declined a second time, the employee shall lose all seniority and recall rights. Notwithstanding the above, if an employee is the only individual on the recall list, the employee must return when recalled or lose all seniority and recall rights.

Section 18.7. Any employee scheduled for layoff may elect to either accept layoff or to exercise his or her bumping rights as prescribed in this article. Employees who wish to exercise their bumping rights shall notify the Employer, in writing, within three (3) working days of their receipt of notification of layoff. Any employee who is bumped from his position shall have three (3) working days in which to notify the Employer, in writing, of his intention to exercise any bumping rights he may have as established in Section 4 herein.

Section 18.8. Employees who exercise bumping rights to a lower classification shall be returned to their former classification in the event that a vacancy occurs in their former classification. If there is more than one (1) employee in this situation, the employee with the greatest amount of agency seniority shall be awarded the vacancy.

Section 18.9. When employees are laid off, the Employer shall create a recall list for each classification. The recall list shall be in the inverse order of layoff. Notice of recall will be via “Certified Receipt Requested” mail, sent by the Employer to the last address provided to the Employer, and a copy will be sent to the Union. Employees shall have five (5) calendar days following receipt of the recall notice to notify the Employer of their intention to return to work and shall have ten (10) calendar days following receipt of the recall notice to report to duty.

Section 18.10. All laid off employees shall retain recall rights for a period of twenty-four (24) months from the date of layoff. Such recall rights shall be retained provided the employee submits a written statement of continued interest during the twelfth (12th) and eighteenth (18th) month in layoff status.

Section 18.11. Seniority Officials. Stewards, bargaining grievance committee, and the local Union President shall head the seniority list in the area or districts they represent for the purpose of layoff and recall only.

In the event a steward, bargaining grievance committee member, or local Union President is affected by a layoff, the following procedure will apply:

1. The individual’s agency seniority will be utilized in the layoff.
2. In the event the layoff continues to the point at which they would be displaced from their area or district of representation, said officials shall be retained at work in the area they represent providing they can perform work in their classification series or a classification held during the last two (2) years.
3. In exercising his super-seniority, the Union official shall displace the least senior employee by date of seniority in his classification series or a classification held during the last two (2) years.

Section 18.12. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 124.321 through 124.328.

ARTICLE 19 **HEALTH AND SAFETY**

Section 19.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 19.2. Employees must report job-related injuries. Employees are also responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices, when known. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools, and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same. A specific reporting procedure

shall be established. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the designated Safety Officer. Safety Officer will investigate any safety complaint or incident reported. If he believes that corrective action is necessary, he shall make such recommendations concerning corrective action to the Employer. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 19.3. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g. ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 19.4. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 19.5. It is the Employer's responsibility to administer and enforce compliance with Occupational Safety and Health Administration requirements.

Section 19.6. Should the employee or Union seek remedy before any other agency on a safety or health complaint involving an allegation of a violation of a safety standard, then any request for arbitration of a grievance on the complaint shall be held until the agency responds. If no response is received within sixty (60) days, the Union shall reserve the right to move the arbitration of the grievance forward.

Section 19.7. First aid kits consistent with American Red Cross Standards (small kit) shall be provided by the Employer at its facilities.

Section 19.8. Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with the joint committee and reviewed with employees and posted for reference in prominent locations within the facilities.

Section 19.9. Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in labor/management meetings.

Section 19.10. A joint safety committee will be comprised of three (3) non-bargaining representatives selected by the Employer and three (3) members of the bargaining unit selected by the union. The joint safety committee shall review and discuss safety concerns and make such recommendations to the Safety Officer as deemed appropriate. If the Director intends to

reject a recommendation of the Committee, she will notify the Union Chair, and if requested, meet and discuss the matter prior to issuing the decision.

ARTICLE 20
APPLICATION OF STATE CIVIL SERVICE LAW

Section 20.1. No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 or Section 9.44 shall apply to employees in the bargaining unit, except as provided for in this agreement, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except the complete lists of persons having passed civil service examinations must be provided to the Employer, when requested, for selection of original appointments.

ARTICLE 21
DRESS CODE

Section 21.1. The Employer and the Union acknowledge and agree that employees shall have an obligation to maintain reasonable grooming, attire, and appearance standards which are job related.

Section 21.2. Employees may wear a UAW logo pin at any time provided it is two (2) inches in diameter or less. Additionally, employees may wear a shirt/top, consistent with agency policy, bearing a UAW logo of two and one-half (2 1/2) inch diameter or less on casual day Fridays.

The Union may elect to purchase polo shirts, in Agency approved colors, with the Agency logo and the UAW logo, and may further elect to sell or gift such shirts to bargaining unit employees. The logos shall be embroidered and shall be of the same type and size as prescribed by the agency. The Agency logo will be on the right and the UAW logo will be on the left. The polo shirts may be worn with khaki pants/skirts, Monday through Friday. The Agency will reimburse the Union for the cost of the embroidery of the Agency logo.

ARTICLE 22
STANDARDS OF CONDUCT

Section 22.1. The employees shall conduct themselves in an overall manner suitable with their position as representatives of a public agency dealing with the general public.

ARTICLE 23
JOB AUDITS

Section 23.1. Should an employee in the bargaining unit feel that he is not properly classified in accordance with the job classification specifications, he may have his position audited upon request to the Director. The employee shall provide all necessary information requested by the Director regarding the job audit. The audit will be based on the duties of the employee at the time of the request.

Section 23.2. Within thirty (30) days of receipt of the information, the Assistant Director shall determine if the employee should be reclassified. Employees reclassified to a higher rated position shall earn the higher rate of pay effective on the date of the request for audit. If it is determined that an employee should be reclassified to a lower rated position, the employee shall be reclassified to the lower rated position but shall continue to receive the rate of pay for the higher classification until the employee moves to another classification or twelve (12) months from the date of the request for the audit expires, whichever occurs first. Once twelve (12) months has expired and the employee has not moved to another classification, the employee shall receive the pay in accordance with the lower rated position.

Section 23.3. The Union shall be informed of the determination of all job audits at the time such determination is made.

Grievances filed pursuant to this article shall be submitted at the Director level of the grievance procedure.

ARTICLE 24 **INCLEMENT WEATHER**

Section 24.1. In the event that the County offices are closed by resolution of the Board of Commissioners, the offices of the Department of Job and Family Services will also be closed.

Employees shall be granted time off with pay when the buildings have been officially closed or when the Lorain County Sheriff declares a Level 3 Emergency.

Section 24.2. Employees who have received prior approval for vacation or sick leave that occurs on a day(s) when the offices are closed, pursuant to the provisions of Section 1, shall not be charged vacation or sick leave for such day(s).

Section 24.3. In the event the Sheriff of another county in which an employee resides declares a Level 3 snow emergency and Lorain County offices have not been closed pursuant to Section 24.1, a bargaining unit employee must follow the procedure for reporting off that is found in Section 32.5 of this agreement. (A Level 3 snow emergency means all area roadways are closed to non-emergency personnel and/or traffic. No one should be out during these conditions unless it is absolutely necessary to travel. Non-emergency drivers may be subject to citation.) An employee who is unable to report to work due to a Level 3 snow emergency must cover the period of absence with either earned but unused vacation or earned but unused personal days. In the event the employee does not have any earned but unused vacation or personal days, he must cover the absence with an unpaid leave of absence. The Employer agrees that an employee who properly notifies his supervisor of his absence due to a Level 3 emergency will not be disciplined.

ARTICLE 25 **CIVIL SERVICE EXAMINATIONS**

Section 25.1. If the Department of Administrative Services reinstates administering civil service examinations for positions within the bargaining unit, the parties agree that the former

provisions of Article 25, Civil Service Examinations, of the 2014-2016 successor agreement shall apply.

ARTICLE 26
SICK LEAVE

Section 26.1. Employees shall earn sick leave at the rate of 3.7 hours for each biweekly pay period in active pay status.

Section 26.2. Credit is given for all time the employee is in active service and pay status, including vacations and sick leave. Credit is not given for time on “leave of absence without pay,” while on “layoffs,” or while suspended for disciplinary reasons.

Section 26.3. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one-half (1/2) hour. Sick leave claimed by an employee for the first half (1/2) hour of his/her shift shall only be granted if an employee provides a minimum of twenty-four (24) hours advanced notice to the Employer of the need to take such time, or in the alternative, provides a valid medical excuse to the Employer covering the use of said time. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 26.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family (see definition of immediate family for this purpose in [B] below);
 2. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days) (see definition of immediate family for this purpose in [B] below);
 3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family which requires the employee, provided the employee submits confirmation of said examination (see definition of immediate family for this purpose in [B] below);
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others (see definition of immediate family for this purpose in [B] below);
 5. Pregnancy and/or childbirth and other conditions related thereto;

6. A maximum of two (2) days to attend funerals and funeral related business for a member of the other family members as defined in (C) of this section;
 7. For paternity leave up to a maximum of five (5) working days.
- B. Definition of immediate family: parents, spouse, child, stepchild, a legal guardian or other person who stands in place of a parent (loco parentis). (Add brother, sister, grandparent, and grandchild, unless residing in the same household, for funeral purposes only.)
- C. Definition of other family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law.

Section 26.5. Evidence Required For Sick Leave Usage. The employee shall furnish the Employer a standard written signed statement on a form provided by the Employer to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. When an employee is off sick for two (2) or more days, he will be required to state the "nature of illness" on the leave request form.

Section 26.6. Physician Statement. If medical attention is required, the employee shall be required to furnish an original satisfactory written, signed statement from a licensed physician to justify the use of sick leave. Where sick leave is requested to care for a member of the immediate family, the Employer shall require a physician's certificate if medical attention is required to the effect that the presence of the employee is necessary to care for the ill person.

Section 26.7. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of such examination shall be paid by the Employer.

Section 26.8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 26.9. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a disability leave in accordance with the provisions set forth in this agreement.

Section 26.10. Sick Leave Conversion. An employee upon retirement or separation, with five (5) years or more of public service under PERS, shall receive cash payments of sick leave not to exceed one thousand (1,000) hours, except when the Employer has just cause for removal. An employee hired after September 15, 2007, with five (5) or more years of service, shall, upon retirement or separation, be eligible to cash out a maximum of two hundred and fifty (250) hours of sick leave, except when the Employer has just cause for removal.

ARTICLE 27 COURT LEAVE

Section 27.1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 27.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, juvenile, etc. These absences would be leave without pay or vacation as scheduled in advance with the Employer.

Section 27.3. It is understood that an employee released from jury duty prior to the end of his or her scheduled work day shall report to work for the remaining hours, providing such remaining hours shall enable the employee to work a minimum of two (2) hours following his return to the agency.

Section 27.4. An employee's established work schedule shall not be altered as a result of court leave as provided in Section 1 of this article.

ARTICLE 28 UNION LEAVE

Section 28.1. The Employer agrees that bargaining unit members who attend conventions or other authorized Union activities shall be granted a leave without pay for the purpose of participating in such conventions or other authorized Union activities.

Section 28.2. A short-term leave of absence shall be available to bargaining unit employees for union activities. The length of such leave shall not exceed a maximum of seventy (70) days total for the unit (per contract year). Union leave can be utilized as long as the agency's unit staffing policy of fifty percent (50%) for each supervisory unit is met. Time spent on such short-term leave of absence shall be considered as time worked. Usage of Union leave must be documented. The Union agrees to give the Employer ten (10) days advance written notice, whenever possible, of a request for such leave. While bargaining unit employees are on short-term Union leave, the Employer will continue to pay them, with the Union reimbursing the Employer the total employee cost while on Union leave.

Unused Union leave within a contract year will be carried over to the following contract year and added to the seventy (70) days maximum.

Section 28.3. A long-term leave of absence of a minimum of sixty (60) days and a maximum of two (2) years will be granted to employees who are appointed to the staff of the International Union. Upon application, an additional period of two (2) years may be granted by the Employer. The time spent on such leaves of absence is to be considered in determining length

of service. The Union agrees to give the Employer ten (10) days advance written notice, whenever possible, of a request for such leave.

Upon completion of such leave of absence, the employee will be returned to the classification formerly occupied, or to a similar classification.

ARTICLE 29 **MILITARY LEAVE**

Section 29.1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, “month” shall mean twenty-two (22), eight (8) hour work days.

Section 29.2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 29.3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

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

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

Section 29.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee’s responsibility to notify the Employer of the beginning/ending dates of his or her military service and military rate of pay.

Section 29.5. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so on the part of the employee may result in disciplinary action.

Section 29.6. A “permanent public employee” as defined in 5923.05 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 29.7. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 29.8. An employee who reenlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 29.9. A veteran separated or discharged under honorable conditions must make application to reemployment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years, or any other period required by law. The following procedures apply:

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

ARTICLE 30
FAMILY AND MEDICAL LEAVE

Section 30.1. Family and Medical Leave will be granted to an employee in accordance with the requirements established in the Federal Family and Medical Leave Act and the Employer's policy. In addition, the Employer agrees to permit an employee to bank one quarter (1/4) of his accumulated sick time not to exceed twenty (20) hours of sick leave for use, if necessary, upon his return. It is the responsibility of the employee to inform the Employer of his desire to bank such hours before the employee begins the leave.

Section 30.2. An employee who exhausts the Family and Medical Leave may apply for disability leave pursuant to the provisions of Article 31 of this agreement.

ARTICLE 31
DISABILITY LEAVE

Section 31.1. When an employee becomes physically or mentally unable to perform the essential functions of his or her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a lateral transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary lateral transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements.

Section 31.2. A physically or mentally incapacitated employee who has been employed by the agency for at least one (1) year and who has exhausted all available paid leaves (sick, vacation, personal days) and available Family and Medical Leave, and for whom a voluntary reduction is not granted, may request a disability leave without pay (except that upon the employee's request, up to twenty-four [24] hours of sick leave may be retained in reserve). Such leave must be for a minimum duration of thirty (30) days and shall not exceed a twelve (12) week duration. The Director may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted in writing to the Director as soon as possible prior to the requested date, and accompanied by an original signed licensed practitioner's statement which includes the anticipated probable date on which the employee will be able to return to work. Upon the Director's approval, the disability leave will begin on the date the licensed practitioner certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the licensed practitioner releases the employee as medically able to return to work.

An employee shall be eligible for only one (1) period of disability leave without pay during his tenure with the Agency. However, where extenuating circumstances are determined to exist, the Director, at her discretion, may grant an additional period of disability leave and such exercise of discretion shall not serve to establish a precedent.

Section 31.3. The Director may deny requests for disability leave. Whenever this occurs, the Employer will require the employee to submit to an examination, conducted by a licensed

practitioner, to determine the employee's physical and/or mental capability to perform the essential functions of his position. The cost of such examination shall be paid by the Employer.

Section 31.4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 31.5. If an employee is unable to return from a disability leave before such leave expires, he will later receive consideration for re-employment to a vacant position in the agency for which he is qualified once he is certified by his licensed practitioner as medically able to return to work. This provision does not apply to an employee who is on a PERS disability retirement who may be reinstated pursuant to state law.

ARTICLE 32 **WORK DAY/WORK WEEK**

Section 32.1. The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours. The standard work day shall be eight (8) hours. The normal work week shall be five (5) consecutive days, Monday through Friday, for a total of forty (40) hours per week. Regular work hours and work schedules shall be established by the Employer. Changes in established schedules will allow for at least sixty (60) calendar days advance notice, except when required otherwise by the state.

Employees will be allowed a one-half (1/2) hour unpaid lunch break per day in addition to the required eight (8) hour work day.

Section 32.2. When an employee has been required by the Employer to work in excess of his regular work schedule, the supervisor of said employee's unit may schedule the affected employee to adjust or "flex" the employee's work scheduled within the same work week.

Section 32.3. Bargaining unit employees shall receive, for all hours worked in excess of forty (40) hours in a work week, payment in cash at the rate of one and one-half (1 1/2) times his regular straight time hourly rate for all such excess hours of work. The Employer shall endeavor, insofar as may be reasonably practicable, to make equal distribution of overtime among employees in the work unit within departmental job classifications.

Section 32.4. Unless employees have made prior arrangements with their immediate supervisor, they are expected to speak to or leave a message on the voicemail of the immediate supervisor or "cover" supervisor within thirty (30) minutes of their starting time if they are unable to report for work. When calling to report off, the employee must provide a reason and specify the type of leave they are requesting. The Employer, or designated representative, reserves the right to return the employee's call later in the day.

ARTICLE 33
WAGES

Section 33.1. Bargaining unit employees shall be assigned to pay grades in accordance with the following:

Section 33.1. Bargaining unit employees shall be assigned to pay grades in accordance with the following:

<u>Pay Grade</u>	<u>Classification</u>
Current Titles	Updated Titles
2	
Clerk 1	Clerical Specialist 1
Custodial Worker	Custodial Worker
Office Machine Operator	Clerical Specialist 1
3	
Clerk 2	Clerical Specialist 2
Data Entry Operator 1	Clerical Specialist 2
Income Maintenance Aide 1	Clerical Specialist 2
Mail Clerk/Messenger	Clerical Specialist 2
Telephone Operator	Telephone Operator
Typist 1	Clerical Specialist 2
4	
Account Clerk 1	Clerical Specialist 3
Accounting Machine Operator	Clerical Specialist 3
Data Entry Operator 2	Unit Support Worker 1
Income Maintenance Aide 2	Maintenance Repair Worker
Maintenance Repair Worker	Unit Support Worker 1
Social Services Aide 1	Clerical Specialist 3
Typist 2	
4.5	
Income Maintenance Aide 2-E	Unit Support Worker 1-E
5	
Social Services Aide 2	Unit Support Worker 1
25	
Clerical Specialist	Clerical Specialist 4
Technical Typist	Clerical Specialist 4
26.5	
Account Clerk 2	Account Clerk 2
Investigator 1	Investigator 1

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Account Clerk 3	Accountant
Accountant 1	Accountant
Employment Services Interviewer	Eligibility/Referral Specialist 1
Income Maintenance Worker 2	Eligibility/Referral Specialist 1
Public Inquiries Assistant	Public Inquiries Assistant
Social Service Worker 2	Social Service Worker 1

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Employment Services Counselor	Eligibility/Referral Specialist 2
Employment Services Representative	Eligibility/Referral Specialist 2
Income Maintenance Worker 3	Eligibility/Referral Specialist 2
Investigator 2	Investigator 2
Social Service Worker 3	Social Service Worker 2

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Social Program Specialist	Program Specialist
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Section 33.2.

A. For the duration of this agreement, the following salary ranges will be effective as set forth herein.

Employees who are actively employed as of the date of ratification by both parties of the September 2016 - September 2019 Agreement, and who are at a rate between the minimum and maximum rates shall receive a general wage increase of up to two and three-tenths percent (2.3%), not to exceed the maximum, for the time period commencing September 18, 2016 through September 16, 2017.

2.3%		
<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	11.64	14.61
3	12.17	15.28
4	12.82	16.08
4.5	13.13	16.49
5	13.42	16.86
25	13.82	17.34
26.5	14.91	18.72
27	15.61	19.59
28	16.55	20.78
29	17.31	21.70

Effective with the first full pay period following September 15, 2017, employees who are actively employed at a rate between the minimum and maximum rates shall receive a general

wage increase of up to two and seven tenths percent (2.7%), not to exceed the maximum. (This two and seven tenths percent (2.7%) consists of the previously agreed to 1.7% for the second contract year and the advancement of 1% from the third contract year).

2.7%

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	11.95	15.00
3	12.50	15.69
4	13.17	16.51
4.5	13.48	16.94
5	13.78	17.32
25	14.19	17.81
26.5	15.31	19.23
27	16.03	20.12
28	17.00	21.34
29	17.78	22.29

Effective with the first full pay period following September 15 2018, employees who are actively employed at a rate between the minimum and maximum rates shall receive a general wage increase of up to one percent (1%), not to exceed the maximum.

1.0%

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	12.07	15.15
3	12.63	15.85
4	13.30	16.68
4.5	13.61	17.11
5	13.92	17.49
25	14.33	17.99
26.5	15.46	19.42
27	16.19	20.32
28	17.17	21.55
29	17.96	22.51

Section 33.3. Demotion. Whenever a transitional employee is returned to his former classification, he shall be returned to his former hourly rate of pay. Whenever an employee who is not serving in a transitional period is demoted, and the employee has been in the

position a minimum of twelve (12) months, he shall be placed at an hourly rate of pay for the pay grade of the new job classification which corresponds to the relative rate of the former job classification.

Section 33.4. Promotion. Employees who are promoted shall receive an increase of three percent (3%) to their hourly rate of pay, less any supplements, or be placed at the minimum for the new pay grade to which the classification is assigned, whichever is greater. Such increase shall be effective on the date of promotion.

Section 33.5. Longevity. Employees with five (5) or more years of seniority with the Lorain County Department of Job & Family Services shall receive a longevity supplement to be included each pay period. Such supplement shall become effective at the beginning of the pay period in which the employee's completed years of seniority increases.

<u>Completed Years Of Service</u>	<u>Supplement Amount (Per Hour)</u>
Five (5) to eight (8) years	.30
Nine (9) to thirteen (13) years	.35
Fourteen (14) to eighteen (18) years	.40
Nineteen (19) years or more	.50

ARTICLE 34 **HEALTH CARE INSURANCE**

Section 34.1. The Employer will continue to provide full-time bargaining unit employees with coverage under the Lorain County Health Care Plan, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

Section 34.2. The Board of Commissioners retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan Document.

Section 34.3. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions and benefit levels of the base program and of any such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change.

Section 34.4. Excluding any costs which may be associated with non-mandatory individuals (i.e., those individuals for whom the County is not required to offer coverage) participating in County provided insurance and as provided for in Section 6, the parties will contribute to the cost of the health care coverage as follows:

Effective upon execution of this agreement through August 1, 2018, the parties will contribute to the cost of the health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	90%	10%
Single Plan	90%	10%

Effective September 1, 2018, the parties will contribute to the cost of the health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	88%	12%
Single Plan	88%	12%

Section 34. 5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer-paid health care coverage, except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

Section 34. 6. Spousal Coverage. In the event the Board of Commissioners determines that a spousal carve out is appropriate, such term/conditions shall not be effective prior to January 1, 2019.

At the discretion of the Board of Commissioners provided the action(s) permitted herein are implemented uniformly and consistently to a minimum of seventy percent (70%) of all bargaining unit employees within Lorain County, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical coverage available to him/her through the spouse's employer. Notwithstanding the above, if the spouse earns less than \$25,000 per year, and health insurance from the spouses' employer would cost more than what an LCDJFS employee pays in premium sharing per-month for single plan "A" coverage at LCDJFS, the spouse will be deemed eligible for coverage under the county health insurance plan.

In lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge rate (applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through a spouse's employer to remain on the plan by paying the separate spousal surcharge in addition to the base contribution share. The cost of the spousal surcharge, if any, will not exceed 60% of the recommendation of the actuarial report for the applicable plan year (i.e., 60% of the recommended cost to be paid by the participating employee and 40% absorbed by the County). The spousal surcharge is not subject to the premium cost sharing provisions of this article and is paid entirely by the participating employee.

In the event that the cost of the spousal surcharge (i.e. the 60% of the recommended cost to be paid by the participating employee) exceeds five hundred dollars (\$500.00) per month, either party may request to reopen negotiations on the sole issue of the amount of the spousal surcharge exceeding five hundred dollars (\$500.00). Any request to reopen under this provision shall be made in writing to the other party. This limited reopener shall not be subject to the provisions of ORC 4117.14. If the parties are unable to agree on the amount of the spousal surcharge to exceed five hundred dollars (\$500.00) per month, either party may submit the matter to arbitration by submitting a request to FMCS, with a copy to the other party, for a panel of nine (9) arbitrators. Selection of the arbitrator shall then occur as set forth under Section 8.6 of this Agreement.

ARTICLE 35 **LIFE INSURANCE**

Section 35.1. The Employer will continue to provide a life insurance policy for each bargaining unit employee. The benefit amount payable under such policy shall be in the amount of fifty thousand dollars (\$50,000).

ARTICLE 36 **LIABILITY INSURANCE**

Section 36.1. The Employer provides liability insurance coverage for all bargaining unit employees in the amount of one million dollars (\$1,000,000). If liability insurance coverage is not available to the Employer upon terms and conditions satisfactory to the Employer, the Employer shall reimburse the employees for reasonable expenses incurred by employees in defending civil legal proceedings provided that any such action is based upon allegation(s) that:

- A. The employee was acting in a matter which the Employer has an interest; and
- B. The employee was acting in discharge of a duty imposed or authorized by law and in accord with the employee's duties or in accord with the directive of a superior; and
- C. The employee was acting in good faith.

Section 36.2. The Employer shall pay any and all amounts of money associated with or arising out of a judgment of settlement in an action based upon aforesaid allegations.

Section 36.3. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union nor shall such failure be considered a breach by the Employer or Union of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE 37
HOLIDAYS

Section 37.1. Employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	24 th day of December
Christmas Day	25 th day of December
New Years Eve	31 st day of December

Section 37.2. In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The only exception is if Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day fall on a weekend, the holiday schedule will be arranged to provide the employees with a four (4) day weekend.

Section 37.3. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the day on which the holiday falls, regardless of the day of the week on which it is observed.

Section 37.4. Any work performed by an employee on any of the days listed in Section 1 shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings, in addition to the holiday earnings, except as provided below.

Section 37.5. Employees shall be paid for eight (8) hours at straight time hourly rates for each of the holidays listed in Section 1 above when no work is performed on such holidays. However, in order to be eligible for compensation for a recognized holiday, the employee must be in active pay status on the day before and after such recognized holiday.

ARTICLE 38
VACATION

Section 38.1. Full-time employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of continuous service, and shall be accrued while the employee is in an active pay status as follows:

<u>Length of Service</u>	<u>Days</u>	<u>Accrual Rate Biweekly</u>	<u>Annual Hours</u>
Less than 1 year	none	none	none
1 year but less than 8 years	10	3.1	80
8 years but less than 15 years	15	4.6	120
15 years but less than 25 years	20	6.2	160
25 years or more	25	7.7	200

Section 38.2. New employees of the agency shall be entitled to vacation service credit earned during employment with another appointing authority under the jurisdiction of the Employer (Lorain County). New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

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

Section 38.3. Vacation leave will be scheduled by the employee with his or her immediate supervisor. Vacation leave shall be scheduled in minimum increments of one (1) hour. Scheduling of such vacation leave may only be denied by the Employer if such a vacation request conflicts with the operational needs of the agency. Vacation requests will be considered on a seniority basis. Written requests which have been approved and scheduled by the Employer shall be honored provided that a more senior employee does not request the same time period. Should this occur, the employee with less seniority shall have his vacation leave canceled. The Employer will not accept vacation leave requests from more senior employees if they are submitted less than thirty (30) days prior to the originally scheduled vacation leave. All written requests shall be “locked in” on the thirtieth (30th) day prior to the scheduled beginning and notice that the employee cannot be bumped by a more senior employee shall be given within five (5) days of being locked in.

Notwithstanding the above, an employee may cancel prior scheduled vacation provided the applicable supervisor is notified of the cancellation at least two (2) hours prior to the starting time of the scheduled vacation. For example, if the vacation was scheduled for a full day, the employee would need to notify his supervisor at least two hours prior to the start of the applicable work day; if the vacation was scheduled to start at 1:00 p.m., the employee would need to notify his supervisor not later than 11:00 a.m. on that day. Should extenuating circumstances be determined to exist, the supervisor may approve a cancellation with less than the two (2) hours minimum advance notice, and such approval shall not serve to establish a precedent.

In situations that do not present any scheduling conflicts to the Employer, an employee may request vacation leave with advanced notification equal to the amount of vacation leave they

request. These advanced notification requirements may be waived at the discretion of the Director or designee.

In emergency situations an employee may receive same day approval from his immediate supervisor or appropriate division administrator for a maximum of eight (8) hours of vacation leave. Requests for emergency vacation in increments will be limited to twenty-four (24) hours per calendar year. Commencing January of 2014 one additional eight (8) hour block (full day increment) of EV may also be utilize in two (2) blocks of four (4) hour increments. Any additional emergency vacation requests will be charged as leave without pay — disapproved.

Section 38.4. Generally, vacation leave should be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, an employee may accumulate vacation from year to year, to a maximum of three (3) years accumulation.

Section 38.5. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's vacation leave balance and the affected employee shall be notified by the Employer of the amount of vacation leave eliminated.

Section 38.6. If an employee while on vacation contracts an illness or injury that requires hospitalization, or experiences a death in the family as defined in Article 26, Section 4 herein, which would have warranted paid leave had the employee been at work, such employee shall, upon presentation of proper evidence, be allowed to charge such absence to sick leave (if available) rather than vacation leave.

Section 38.7. Days specified as "holidays" in Article 37 herein shall not be charged to an employee's vacation leave.

Section 38.8. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date of employment.

Section 38.9. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 ORC, or to his estate.

ARTICLE 39 **PERSONAL DAYS**

Section 39.1. Effective September 16, 2008, employees shall be entitled to four (4) personal days (thirty-two [32] hours) per year.

Personal leave time shall be accumulated at the equivalent of 1.23 hours per pay period, but shall be credited in full at the beginning of each contract year.

In the event that an employee leaves the service of the Employer after having utilized more personal leave in that year than he would otherwise have accumulated by the date of separation, the cost of such excess (unaccumulated) utilized time shall be offset (deducted) from the employee's final check.

Section 39.2. Newly hired employees shall be entitled to one (1) personal day per contract quarter until the end of the contract year. Upon the beginning of the new contract year, the new employee will be entitled to four (4) personal days per contract year in accordance with Section 39.1. During the first year of employment, new hires may split up to two (2) personal days into four (4) hour blocks as may be applicable.

Section 39.3. If an employee fails to utilize all or any portion of these personal days prior to the anniversary of the contract in any year, such time shall be added to the employee's accumulated sick leave balance.

Section 39.4. Personal days shall be scheduled in advance with the immediate supervisor, and not later than the close of business the last work day prior to the date the personal leave is to be taken. All personal days shall be taken in minimum increments of eight (8) hours, except as otherwise specified in Section 39.2 herein.

ARTICLE 40 **PUBLIC RETIREMENT SYSTEM**

Section 40.1. The Employer agrees to make available to all employees information pamphlets as provided by the Public Employees Retirement System for employees having need of pension information.

ARTICLE 41 **BILINGUAL PAY SUPPLEMENT**

Section 41.1. Employees who are currently designated by the Employer to utilize a second language (speak, write, read, and understand) during the course of the performance of their routine duties will continue to receive the existing supplement to their hourly rate of pay for all hours in which the additional language is used. Any employee who is designated by the Employer after September 15, 2007, to utilize a second language during the course of the performance of their routine duties will be eligible to receive a supplement of one dollar (\$1.00) to their hourly rate of pay for all hours in which the additional language is used.

Section 41.2. Such supplement shall be payable to employees who are required to utilize the additional language as part of their normal work duties. An employee who utilizes a second language a minimum of twenty percent (20%) of his work hours annually shall be entitled to the supplement, outlined in Section 1, for all hours worked. Employees who are designated by the Employer to utilize a second language on an intermittent basis shall be entitled to a pay supplement of five cents (\$.05) an hour for all hours worked.

Section 41.3. Employees who want to be considered for second language usage (interpretation) on an intermittent basis may volunteer for such service and shall be selected on

a seniority basis for the particular language capabilities required at any given time. Should an insufficient number of employees be available on a voluntary basis for the work that is available, said work will be assigned by inverse seniority order for the language capabilities required. Employees will only be utilized if they possess the necessary language capability.

ARTICLE 42
AUTO EXPENSE REIMBURSEMENT

Section 42.1. Employees who are required to utilize their personal vehicles in the performance of their job will be reimbursed for approved mileage in accordance with the current policy established by the Board of County Commissioners, or at the rate of thirty cents (\$.30) per mile, whichever is the greater amount.

Employees who are required to report to a training outside of the Employer's building shall be reimbursed for actual mileage or mileage from the building, whichever is less.

The Employer will provide forms for certifying mileage. Such forms are to be completed by the employee and submitted monthly in accordance with agency policy and procedures.

Section 42.2. The cost of meals shall be reimbursed when the employee is required by the Employer to travel outside Lorain County on agency business. The cost of all meals shall not exceed the amount identified in the current policy established by the Board of County Commissioners or forty dollars (\$40.00) per day, whichever is the greater amount, unless the employee receives proper prior approval from the Director or his designee.

Reasonable costs for parking, tolls, etc., will be reimbursed by the Employer when the employee is required to incur such costs in the performance of job duties.

Reasonable costs for overnight lodging will be reimbursed by the Employer with prior approval by the Director or his designee.

Section 42.3. All expense reimbursements identified herein shall be paid by warrant of the County Auditor in accordance with the policies and procedures of the Auditor's office.

ARTICLE 43
MAIL SERVICE

Section 43.1. The Union shall be permitted to use the internal mail systems, including electronic mail, of the agency to communicate on issues such as grievances, notice of meetings, and all other matters which originate from the conducting of business with the agency. Any abuse or misuse of the internal mail systems shall result in the loss, by the Union, of such use. The Union will also be permitted access to an agency fax machine to send documents to the International Representative, in accordance with the Employer's policy.

ARTICLE 44
NO STRIKE/NO LOCKOUT

Section 44.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Lorain County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this agreement.
- B. In case of any strike or suspension of work not authorized by the Union, its officers, or agents, the Employer agrees that such violation of this agreement shall not cause the Union, its officers, or agents, to be liable for damages, provided the Union complies fully with the following:

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union upon receipt of notice from the Employer that a violation has occurred, shall immediately provide a written notice (which includes the signature of an authorized representative), to the employees participating in such violation and to the Employer, to the effect that a violation(s) is in progress, and such notice shall instruct employees to immediately return to work. Should the employees fail to comply with such notice, the Employer shall have the option of seeking appropriate legal remedies.

- C. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged. Such discipline and/or discharge shall be subject to appeal through the grievance procedure contained herein, initiated at the Director level in the procedure.

Section 44.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

Section 44.3. Except as specified herein, nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 45
BULLETIN BOARDS

Section 45.1. The Employer agrees to provide up to four (4) bulletin boards in the facility for use by the Union. Bulletin boards will normally be placed near employee entrances to the facility, in the vicinity of Employer bulletin boards, unless mutually agreed otherwise.

Section 45.2. All notices which appear on the Union’s bulletin board shall be posted and signed by a Union official in the bargaining unit and during non-work time. Such postings may include:

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

Section 45.3. Materials that are in the nature of personal attacks on employees or other employee organizations, the administration, attacks or favorable comments on political candidates, or anything not covered in “A” through “G” above will not be posted on the Union’s bulletin boards.

Section 45.4. No Union related materials of any kind may be posted anywhere in the Employer’s facilities or on the Employer’s equipment except on the bulletin boards designated for use by the Union.

Section 45.5. Any employee found to be violating the provisions of this article may be subject to disciplinary action.

ARTICLE 46 **LABOR/MANAGEMENT MEETINGS**

Section 46.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Director and/or his designees, not to exceed a total of two (2), shall meet with not more than two (2) representatives of Local 2192, the Union, to discuss those matters addressed in Section 2 of this article. Either party, by mutual agreement, may have additional individuals appear at the meeting for the purpose of providing information or aid to the parties. Such additional person(s) will be permitted to attend only on this limited basis. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

Section 46.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond the final step of the grievance procedures, but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representative the opportunity to share the views of their members on topics of interest to both parties;
- G. Consider and discuss health and safety matters relating to employees, as referenced in Section 19.9 of the agreement; and
- H. Discuss other matters of interest to sound labor/management relations, when mutually agreed to by the parties.

Section 46.3. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement. Any recommendations and/or solutions agreed to by the parties should be reduced to writing, dated, and initialed by both parties.

ARTICLE 47 **RULES AND REGULATIONS**

Section 47.1. The Employer agrees that, as of the date of the execution of this agreement, any rules, regulations, policies, or procedures issued by the Employer which conflict with any of the provisions contained herein shall no longer have any force and effect.

Section 47.2. Should new work rules, regulations, policies or procedures need to be established, or should existing work rules, regulations, policies or procedures need to be revised during the term of the agreement, the Employer agrees to meet with the Union in order to discuss said rules, regulations, policies and procedures prior to revision or implementation.

Section 47.3. If agreement cannot be reached on new or revised rules, regulations, policies or procedures and the Employer implements such, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented or revised rules, regulations, policies or procedures. Said grievance may be filed by the Union at Step 4 of the grievance procedure.

Section 47.4. The Employer agrees to meet with employees to discuss all rules, regulations, policies and procedures established or revised in accordance with Section 2 above. It shall be

the employee's responsibility to read and sign a statement that acknowledges the fact that the rule, regulation, policy or procedure has been explained to the employee.

ARTICLE 48 **SEVERABILITY**

Section 48.1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Opportunity Commission rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 48.2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 48.3. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 49 **DURATION OF AGREEMENT**

Section 49.1. This agreement shall be effective upon execution, and shall remain in full force and effect until 6:00 p.m., September 15, 2019.

Section 49.2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 49.3. 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 shall constitute the full and complete understandings of the parties and may be changed only by mutual agreement between the parties, reduced to writing, signed by the authorized representatives of the parties, and ratified by members of the Union and the legislative body of the Employer.

SIGNATURE PAGE

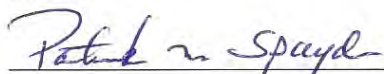
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representative this _____ day of _____, 2017.

For the Lorain County Department of Job and Family Services and the Board of County Commissioners

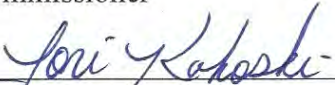
For the International Union, United Automobile, Aerospace, and Agricultural Implement Workers Union of America, Local #2192



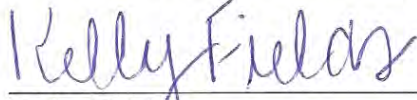
Ted Kalo
Commissioner



Patrick Spayde, International Representative



Lori Kokoski
Commissioner




Kelly Fields
Chairperson



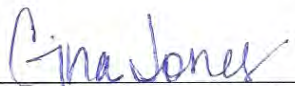
Matt Lundy
Commissioner



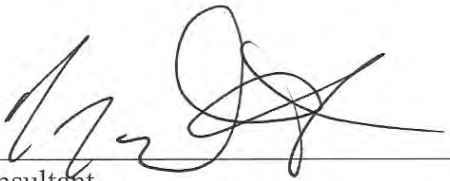
Archer Thomas
Negotiating Team Member



Barbara Tamas, Director, Lorain County Department of Job and Family Services




Gina Jones
Negotiating Team Member



Consultant

Approved as to Form:



Gerald Innes
Assistant County Prosecutor

APPENDIX A
AGENCY FEE PAYER OBJECTION POLICY

International Union, UAW (“UAW”) has approved the following policy governing objections by UAW-represented public employee non-member agency fee payers to expenditure of their service fees for purposes not related to the costs of exclusive representation.

1. The service fee chargeable to non-member agency fee payers in the unit(s) to which this policy applies shall be an amount determined in accordance with this policy. Such amount shall be calculated as a percentage of the Union dues and fees uniformly charged as membership dues for UAW members in the same bargaining unit.
2. The UAW's fiscal year is the calendar year. The UAW fee year shall run from May 1 to May 1 of the following calendar year.
3. At the end of each year, the UAW's expenditures shall be reviewed in order to establish, on a pro rata basis, what portion of UAW expenditures were expended on matters related to the costs of exclusive representation (the “chargeable amount”). The International Union, UAW, will then prepare, by the 15th of April following the close of each fiscal year, a report setting forth the results of this review with respect to that previous fiscal year (the “report”). The methods of determining the chargeable amount and the allocation of UAW expenditures contained in the report will be verified by a certified public accountant. Such report will thereafter be mailed By the UAW to the last known address of each nonmember agency fee payer to which this policy applies.
4. Each May 1, the service fee charged to nonmember agency fee payers will be determined for the fee year commencing on that day. The service fee so charged will be equal to that portion of Union dues determined to be the chargeable amount as described in Paragraph 3 of the policy.
5. Any non-member agency fee payer who claims that the chargeable amount determined in the report was not properly calculated or was not in accordance with the standard set forth in Paragraph 3 of this policy may object to the UAW's determination of the chargeable amount reflected in the report. Such an objection shall be commenced by filing such objection in writing with: Agency Fee Payer Objection Administration, International Union, UAW, 8000 E. Jefferson, Detroit, Michigan 48214. Any such objection must be filed no later than the 30th day of May following issuance of the report required by Paragraph 3 of this policy. The objection shall state the basis for the claim that the chargeable amount as set forth in the report is not in accord with the standard set forth in Paragraph 3 of this policy.
6. All objections filed pursuant to Paragraph 5 of this policy will be referred to an impartial decision-maker. Until further notice, all such appeals shall be referred by the UAW to the

APPENDIX A
(Continued)

American Arbitration Association (“AAA”), pursuant to its “Rules for Impartial Determination of Union Fees Effective June 1, 1986.” The UAW will have the authority to have any or all such appeals consolidated before the impartial decision-maker selected by the AAA. The impartial decision-maker shall issue his or her determination as to the appeals within sixty (60) days of the filing of the last appeal so consolidated. The impartial decision-maker’s jurisdiction shall be limited to determining whether the chargeable amount determined by the UAW with respect to the appellants is in accord with the standard set forth in Paragraph 3 of this policy. The determination of the impartial decision-maker shall be final and binding.

7. Immediately upon receiving any objection pursuant to Paragraph 5 of this policy, the UAW will deposit an amount of money equal to the service fees to be charged during that fee year to the objecting nonmember agency fee payer in an interest-bearing escrow account maintained by Comerica Bank.
8. For the purposes of this policy, “file,” “filing,” and/or “filed” means receipt by the recipient designated herein, after mailing by first class mail.
9. UAW reserves the right to further amend or modify this policy, as it deems appropriate, to comply with then-applicable law, or to terminate this policy, if permitted by then-applicable law.

APPENDIX B
PAYROLL DEDUCTION AUTHORIZATION FORM

You are hereby authorized, until otherwise requested by me in writing, to deduct from wages earned by me while in your employ, the regular monthly dues and initiation fee for the International Union of United Automobile, Aerospace and Agricultural Implement Workers of America, Local #2192.

Such regular monthly dues shall be equal to two (2) hours of pay per month at the employee's current hourly rate of pay.

The aforesaid membership dues shall be remitted by you to the Financial Secretary of Local #2192 or his successor.

Employee's Signature

Date

Witness (Unit Payroll Officer)

**LETTER OF UNDERSTANDING ON
CONTRACT CUSTODIAL SERVICES**

The Employer and the Union agree to allow the Employer to enter into a contract to provide limited custodial services at the Agency. The services provided will be on a “part-time” basis and will not interfere in any way with, or displace, bargaining unit custodial staff.

**LETTER OF UNDERSTANDING
LABOR/MANAGEMENT MEETINGS**

The parties agree that Labor/Management Meetings are an appropriate forum for the parties to more thoroughly discuss and explore some of the scheduling issues that were discussed during negotiations. These issues include, but are not necessarily limited to, four (4) ten (10) hour work days per week, variable work schedules, schedule adjustments for pre-scheduled medical appointments, and pilot programs.

If either party wishes to discuss one (1) or more of these issues at a Labor/Management Meeting, it is the responsibility of that party to place the issue on the meeting agenda pursuant to Section 46.2 of the agreement.

**LETTER OF UNDERSTANDING
SENIORITY TIEBREAKERS**

Notwithstanding the provisions of Article 11, Section 1, the parties agree that for those employees hired before September 16, 2011 (or the effective date of the successor agreement if a different date) ties in seniority for those employees hired on the same date shall be treated as follows:

1. Employees who have had their seniority determined before September 16, 2011 (or the effective date of the successor agreement if a different date) shall retain their seniority ranking as previously determined;
2. Employees who have not had their seniority previously determined will have their seniority determined per Article 11.2 within thirty (30) calendar days of the effective date of this agreement.

**LETTER OF UNDERSTANDING
SICK LEAVE DONATION**

The parties agree to discuss the matter of sick leave donation through the Labor/Management Committee.

LETTER OF UNDERSTANDING
ONE-TIME LUMP SUM PAYMENT - RETROACTIVITY

Applicable retroactivity for eligible employees for the time period covering September 18, 2016 through September 16, 2017 (September 2016 – September 2017 contract year), and any applicable retroactivity due from September 17, 2017 through October 27, 2017, will be paid on November 22, 2017.

LETTER OF UNDERSTANDING
SPOUSAL SURCHARGE

In the event that the Board of Commissioners chooses not to have a spousal surcharge, the parties agree to meet, upon the written request of either party, in an effort to consider and work out possible solutions should someone want to remain on the plan.