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AGREEMENT BY AND BETWEEN

THE TRUMBULL COUNTY BOARD OF COMMISSIONERS

THE TRUMBULL COUNTY CLERK OF COURTS

THE TRUMBULL COUNTY TREASURER

AND

LOCAL 2493

AND

OHIO COUNCIL 8

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE

AUGUST 1, 2017

to

JULY 31, 2020

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PREAMBLE/PURPOSE

This Agreement, entered into the Trumbull County Board of Commissioners, the Trumbull County Treasurer, and the Trumbull County Clerk of Courts, hereinafter referred to as the 'Employer', and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8 and Local 2493, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Section 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 - UNION RIGHTS

As part of its recognition of the Union as the bargaining agent for employees identified in this Agreement as members of the bargaining unit, the Employer agrees not to interfere with the lawful activities of the Union in its organization efforts, its operation or in its administration of this Agreement, provided that such activities do not conflict with the terms and conditions of this Agreement. The employer shall provide the Union semi-annually a list, by department, of all new hires, retirees, terminations and transfers with the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

Unless expressly modified herein, the Union shall recognize the right and authority of the Employer to administer the business of Trumbull County and, in addition, to perform other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Employer, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, layoff, recall, reprimand for just cause, suspend for just cause, discharge or discipline for just cause.
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
3. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
4. To determine the size and composition of the work force and the Employer's organization structure, including the right to relieve employees from duty due to lack of work or lack of funds.
5. To determine the hours of work and work schedules, and to establish the necessary work rules of all employees.
6. To determine when a job *vacancy* exists, the duties to be included in all job classification, and the standards of quality and performance to be maintained.
7. To maintain the security of records and other pertinent information.
8. To determine and implement necessary actions in emergency situations.
9. It is hereby agreed that the Employer in exercising its management rights herein shall abide by the explicit terms of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Section 1 The provisions of this Agreement shall be applied equally to all applicants for employment and promotion as well as to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, union or non-union status, creeds, national origin, political opinions or affiliation. The Union shall share equally the responsibility for applying this provision of this Agreement.

Section 2 No organization shall solicit membership on work time.

Section 3 The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no disparate treatment, interference, restraint, or coercion by an Employer representative against any employee because of Union membership, or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4 The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5 GENDER NEUTRAL All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 6 The Union and the Employer agree this contract will comply with the provisions of the Americans With Disabilities Act (ADA). If an employee with a bona fide documented disability under the ADA makes a request for a reasonable accommodation under the Act, that employee has the right to Union representation during the process to identify the accommodation. The Employer will notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the accommodation to be made and, to the extent allowed by the affected employee and law, the nature of the required restrictions which make the accommodation necessary. If the Union wishes to discuss the proposed accommodation, it will make a written request of the Employer for a meeting to discuss the required restrictions within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

The specific nature of the disability will not be discussed, unless the employee provides written authorization to both parties.

ARTICLE 4 - UNION RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, fringe benefits and other terms and conditions of employment for those employees in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall include those individuals employed full-time and qualified part-time employees holding the classifications as provided in Appendix A.

Section 2 The positions and classifications listed in Appendix B shall be excluded from the bargaining unit.

Section 3 If a new job classification is established which has not previously been included or excluded from the bargaining unit, the Employer shall determine inclusion or non-inclusion. If the Union does not agree, the parties shall meet for the purpose of discussing inclusion or exclusion, subject to the grievance procedure.

ARTICLE 5 - JOB CLASSIFICATION TITLES

Section 1 For the application of this Agreement (i.e., rates of pay, job bidding, payroll titles, etc.) but not Recognition, the job titles listed in Appendix C shall be utilized.

ARTICLE 6 - DUES DEDUCTION

Section 1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement appropriately within the bargaining unit from the time of their hire.

Section 2 The Employer agrees to deduct regular Union membership dues once each pay period, from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix H) must be presented to the Employer or Designee by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the employees pay for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall forward to the AFSCME Ohio Council 8, Controller, Worthington, Ohio a warrant in the aggregate amount of the deduction with a listing of the employees from whom dues were deducted no later than the tenth (10th) calendar day following the date of the deduction. The option of electronic transfer of dues to Council 8 is at the employers' discretion.

Section 4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 5 The Employer shall not be obligated to make deductions from any employee who, during any dues period (month/pay period) involved shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. A one (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Local Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the period in which the written dues deduction revocation was received by the Employer.

FAIR SHARE FEE

Section 9 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar *days*.
- B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 10 Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix G, attached hereto. Appendix G, including all amendments thereto, is incorporated in this Article by reference.

Section 11 Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

Section 12 The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix G.

Section 13 The Union may amend Appendix G by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective in the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 14 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone will be void.

Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 15 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at anytime.

Section 16 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 17 This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix G, no portion of this Article may be amended except by written, signed agreement of the parties.

ARTICLE 7 - UNION REPRESENTATION

Section 1 International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter so identifying them and signed by Council 8, Administrative Officer or his designee.

Section 2 The Union shall submit in writing the names of employees, including their telephone numbers and addresses, to act as Union representatives for the purpose of processing grievances as defined in the grievance procedure. These persons shall be the President of the Local or his designee and/or stewards or alternate stewards. The Union will also submit in writing to the Employer a list of names of those employees acting as officers of the Union. These lists shall be kept current at all times, and any changes shall be in writing. The Employer shall not recognize any such representative until so notified.

Section 3 No steward or Union official shall expend more than one and one-half (1.5) hours of duty time daily writing and/or investigating grievances. All reasonable requests for information and material by Union officials shall be compiled by the Employer or its designee, except for confidential material. The Employer and Union further agrees to fully cooperate with each other in all investigations or grievances.

Grievance hearings shall be scheduled by mutual agreement of both parties. If any grievance hearing is scheduled during an employee's regular duty hours, the employee, Union representative and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing.

Section 4 The Employer agrees that one (1) previously identified non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances.

Section 5 Union representatives under this Article shall not interfere, interrupt or disrupt the normal work of the department nor carry on any other activities during working hours except as authorized in this Article or be subject to Article 19 of this Agreement.

Section 6 Union Leave Employees of the bargaining unit who are selected by the bargaining unit to attend meetings, conventions and seminars of their International Union or affiliated Council on a regional, state or national level shall be granted *leave* for such purposes. Union *leave* for these purposes shall be limited to fifteen (15) cumulative days per calendar year, seven (7) of which shall be paid and any remaining balance shall be unpaid, or an employee may request and be granted the use of vacation compensatory time or personal *leave* or any combination of the preceding leaves. No more than three (3) employees shall be granted Union leave at one time.

Section 7 P.E.O.P.L.E. Check Off. Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

A. An employee shall have the right to revoke the authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke,

B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit,

C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

D. Once an employee revokes authorization under this Article, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the effective date of the revocation,

E. Indemnification The parties specifically agree that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contributions.

ARTICLE 8- PROBATIONARY EMPLOYEES

Section 1. Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Newly hired full-time bargaining unit employees may join the Union and file grievances from the date of hire; however, such employee may be terminated any time during their probationary period and shall have no appeal over such removal. Nothing herein prohibits the parties from mutually agreeing to extend the new hire probationary period when circumstances warrant such extension. Newly hired employees shall not be entitled to hospitalization benefits or AFSCME Care Plan benefits until the first day of the month after completion of sixty (60) calendar days of employment.

Section 2. Newly promoted bargaining unit employees will be required to successfully complete a promotional probationary period. The promotional probationary period shall begin on the date the employee begins receiving compensation for the duties of the promotion and shall continue for a period of sixty (60) calendar days thereafter.

Section 3. Newly promoted bargaining unit employees may return to their former position within the first ten (10) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned by the Employer to their former position or similar position if the former position no longer exists, no sooner than twenty-eight (28) calendar days from the date the employee begins the new position, as defined in Section 2 herein, unless the health and safety of the employee or other employees is in question, or for reasons of economy.

Section 4. The Employer shall provide the Union with a notice containing the name, department, job classification and seniority date of any newly hired employee and/or the name, department, job classification, seniority date and effective date of promotion for newly promoted bargaining unit employees.

ARTICLE 9 – TEMPORARY TRANSFERS

Section 1 Temporary transfers may only be made under this Article with the prior expressed approval of the Department Head or designee.

Section 2 Temporary transfers necessitated by vacation, sick leave, etc., when recognized and approved by the Department Head or designee will be done by first assigning any employee who is in the related “back up” position. If a “back up” position does not exist or if the “back up” employee is otherwise unavailable, the Department Head or designee may temporarily transfer the most senior qualified available employee within the department to the necessary position based on the staffing needs of the

department. If the Department Head or designee is unable to use employees within the department for the temporary transfer, a temporary posting may be done to fill the position with bargaining unit members outside the department.

Section 3 Any employee within the bargaining unit, who is temporarily transferred in accordance with this Article to a position with a higher pay range than the employee's own, shall be eligible for a working level pay adjustment for the time worked. Employees transferred to work in a higher rated classification shall be paid the corresponding higher rate of pay. Employees assigned to work in a lower classification shall maintain their regular rate of pay. If the employee is temporarily transferred to another position, but will not be performing substantially all of the duties of the position, then the Department Head or designee and the union representative will negotiate the working level pay adjustment. Any pay adjustment created under this article shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base. Pay adjustments will not occur for transfers of less than one hour.

Section 4 Intra departmental transfers may be used to avoid a reduction in force. Employees affected in this manner shall be eligible for a working level pay adjustment for the time worked as described in Section 3 above.

Section 5 Temporarily created positions shall be appointed for a maximum of 30 working days, and then shall be posted as a permanent position on the thirty-first working day. The temporary incumbent may remain in the position during the posting period. The time frames included in this section may be extended by mutual agreement of the union and the employer.

ARTICLE 10 – SENIORITY

Section 1 "Seniority" shall be computed on the basis of an Employee's uninterrupted length of continuous service with the Employer as defined in Article 4, Union Recognition. A termination of employment lasting less than thirty-one (31) calendar 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. A newly hired employee shall have no seniority during their initial hire probationary period; however, upon successful completion of the individual's probationary period, seniority shall be computed from the last date of hire.

Section 2 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.

Section 3 The Employer shall post a seniority list once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 4 Seniority shall be lost when an employee:

- A. Quits or resigns and is not rehired within thirty-one (31) calendar days;
- B. Is discharged for just cause;
- C. Is absent without leave for five (5) or more consecutive work days, unless a proper notice or excuse for the absence is shown, or if no notice or excuse is given, then a satisfactory reason for the failure to provide the notice;
- D. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address, as shown on the Employer's record, unless a different date for return is otherwise specified.

ARTICLE 11 - VACANCY AND PROMOTIONS

Section 1 Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin boards for a period of seven (7) consecutive work days. The notice shall contain the following information:

- A. Position Classification Title
- B. Rate of Pay
- C. Department, shift, area of vacancy
- D. Brief description of job duties
- E. Qualifications for the position as established
- F. Effective date and expiration date of posting

During the posting period, any bargaining unit employee (including those on layoff) wishing to be considered for the position must file a written application (Appendix D) to the Employer for the vacant position. The Employer shall not be obligated to consider any application submitted after the posting. Bargaining unit employees with less than one (1) year of seniority shall not be considered to fill any vacancy unless all other bargaining unit bidders are deemed unqualified. Or no one bids.

All applications timely filed shall be reviewed by the Employer and the vacant position will be filled within the thirty (30) work days from the expiration date of the notice of vacancy, or job bidding period, whichever is later, unless the open position requires a local, State or Federal certification.

The top applicant as determined by Section 4, not in their current department must shadow the position for a period of time to be determined by the County Officeholder/Department Head prior to the County making the award. A bidder must confirm or withdraw their bid within three (3) working days after the job shadow. This job shadow may be waived only by the County, and a copy of such waiver shall be provided to the Union President. A waiver shall not be used in favor or against an employee being evaluated under this Section. The successful bidder under Section 3 shall be awarded the vacant position within thirty (30) days after the ending date of the posting period or job shadow, whichever is later. The employee's right to return to the former position ends after the 10th working day after starting the position.

The Employer will ensure all other offices in the County (including all elected officials and department heads) and the secretary of each AFSCME local receive notice of job vacancies and additionally that a copy of all notices of vacancy within other County offices or departments are posted in all departments.

Section 2 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for a maximum of thirty (30) work days pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3 All timely filed applications shall be reviewed considering the following criteria: qualifications, as established by the job description and/or necessary for performance of the job; seniority; physical fitness; and ability. When establishing an employee's qualifications, the preceding criteria shall not be unreasonably, arbitrarily, or capriciously applied. If the Employer conducts interviews as part of the promotion decision making process, every applicant shall be asked the same questions. The steward or another representative of the Union (appointed by the President) shall be present during each interview.

Section 4 The position shall be awarded to the employee who the Employer determines best meets the criteria in Section 3 or, if testing and/or interviewing is utilized, Section 6 of this Article shall apply. If testing and/or interviewing is not used and if two (2) or more employees are considered by the Employer to be relatively equal in meeting the criteria outlined in Section 3 of this Article, then seniority shall govern in the awarding of the position. Once the selection has been made, the Employer will notify all bargaining unit applicants of the name of the employee who was awarded the position or a notice

stating that no one was selected. Part-time employees shall have their seniority prorated based upon the regularly scheduled hours. (e.g. The calculation for an employee who is regularly scheduled to work twenty (20) hours per week would be as follows: $20 \times 52/2080$. The resulting quotient shall then be multiplied by the total number of years of service and the resulting product is the part-time employee's total years of service.) This calculation shall be used for bidding purposes only.

Section 5 Promoted employees shall be placed immediately at the step of the new classification which matches their total years of service with any employer of Trumbull County (in any classification/s).

Employees who have had a break in their Trumbull County service shall receive credit for all time working for any employer of Trumbull County, but not for the period of the break. Any employee whose step in a classification currently does not match their total years of service with all employers of Trumbull County shall be moved to their now appropriate step on the effective date of this contract; such employees shall not receive additional pay from this increase for any period before the effective date of this contract.

Section 6

Any testing or interviewing for positions will be weighed as follows:

- 100 Maximum Points (if both interviews and testing are conducted)
- 40 Points maximum for the interview (if interviews are held)
- 60 Points for the pass-fail test (if a test is held). The test shall be reasonably related to the responsibilities and duties of the position. The Union may grieve a test they believed to be arbitrary or capriciously constructed. If the experience, skill and ability of two (2) or more employees are substantially equal, seniority shall govern.

Section 7 Newly promoted employees shall not be considered for additional vacancies until having served six (6) months in the awarded bid classification unless it is a higher paid position or extenuating circumstances exist.

ARTICLE 12 - LAYOFF AND RECALL

Section 1. Whenever the Employer determines that layoffs are necessary, due to lack of work or lack of funds, the Employer shall notify, in writing, at least ten (10) work days prior to the effective date of the initial layoff(s), the affected employee(s) with a copy of said notification to the Union. This 10-day notice requirement, however, will not be applicable to employees subject to layoff upon being bumped by a more senior employee. Prior to notification to the affected employee(s), the Employer shall meet with the local union representatives to discuss the impact of layoff(s) on bargaining unit employees and possible alternatives to layoff(s). For a layoff alternative to be adopted, a majority of all of the employees in the department must vote to accept the alternative. Employees also may agree to accept a voluntary layoff and such voluntary layoffs shall be sought before laying off any employee involuntarily. Where an employee agrees to a voluntary layoff, that layoff shall be for a minimum duration of three (3) months, unless the employee is recalled earlier. A voluntarily laid off employee shall have the right to return to work after the three (3) month period, so long as he/she has provided the Employer a minimum of fourteen (14) calendar days prior notice of the intent to return.

Section 2 Employees in positions affected by such actions shall be laid off in the following order:

- A. Temporary employees (including part-time and seasonal)
- B. Probationary employees
- C. Permanent employees in the inverse order of their seniority, as defined in Article 10 – Seniority.

Section 3 Full-time employees who are affected by a layoff may exercise their seniority to displace a less senior employee according to the following schedule:

A less senior employee within the same classification of the employee who is affected by a layoff. If unable to bump within the same classification, then

A less senior employee in a lower rated or lower paying classification within the affected (the bumping employee) employee's work unit (A, B, or C), provided the affected (the bumping employee) employee possesses the minimum qualifications of the lower rated classification, as defined herein, as determined by the Employer. When the Employer makes this determination, such determination shall not be unreasonably, arbitrarily or capriciously applied.

A less senior employee in a lower rated or lower paying classification within the whole bargaining unit, provided the bumping employee possesses the minimum qualifications of the lower rated classification, as defined herein, as determined by the Employer. When the Employer makes this determination, such determination shall not be unreasonably, arbitrarily, or capriciously applied.

The Custodial Worker classification shall have a minimum of five (5) positions after layoff.

Affected employees shall provide written notice within one (1) work day following the date of notification of layoff or the date the employee was notified by the Employer of a senior employee's desire to bump them, on the agreed upon form (Appendix E). Such notice shall be given to the affected employee's immediate supervisor. The supervisor shall inform the affected employee within one (1) work day of a senior employee's desire to bump them.

In the event an employee is unable to bump another employee as provided herein, the affected employee shall be placed on layoff. Employees shall retain recall rights for a period of twenty four (24) consecutive months following the effective date of layoff.

Employees who have bumped down to a lower paid classification but are temporarily assigned to their former classification will be paid the hourly rate applicable to the step they held in their former classification for any work they perform in that classification. If the employee works less than one hour in the former classification, he/she will be paid for an hour at the former classification's applicable rate.

Section 4 When the Employer determines that a recall(s) is necessary, the following procedure shall be followed:

If the vacancy(s) occurs in a classification in which an employee with recall rights was laid off, employee(s) shall be recalled in order of seniority (most senior employee first) and each employee thereafter in the same manner.

If said employee(s) as defined above fail(s) to respond, or if additional vacancies occur in the classification affected by the recall, then such positions shall be posted in accordance with Article 11 - Vacancy and Promotions. Active employees (for the purpose of this Article is an employee who is currently performing work and is receiving compensation from the Employer), shall be reviewed for posted positions provided the active employee complies with the provisions of Article 11 - Vacancy and Promotions.

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

Section 6 In the event of a recall as described herein, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. If the recalled employee rejects a recall within his/her pre-layoff classification, the employee will be removed from the layoff list and the right to re-employment deemed waived.

Section 7 In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation leave as quickly as possible but no later than twenty (20) calendar days from the effective date of the layoff.

Section 8 Should an employee who is affected by layoffs as described herein be on approved sick leave at least twenty-one (21) days prior to the notice of layoff as provided in Section 1, herein, said employee shall be laid off in accordance with the provisions of this Article. It is understood, however, that said employee shall be able to use all accrued but unused sick leave to the employee's credit at the time employee was granted the use of sick leave. Sick leave payments shall continue until the employee is certified to return to work as provided by a licensed physician's statement or until all accrued but unused sick leave is exhausted.

Employees affected by the provision of this Section shall provide medical documentation as to their medical condition to the Employer on a weekly basis. Failure to comply with the provisions of this Section shall result in termination of sick leave payments.

ARTICLE 13- HOURS OF WORK

Section 1 Normal Hours. The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time. Any changes in starting or quitting times shall be for operational reasons and shall not be arbitrary or capricious. Proposed changes to starting or quitting times shall first be discussed with the Union thirty (30) days before implementation and shall conform with the notification of schedule change language contained in Section 4 below.

Section 2 Work Week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Departmental Work Rules.

Section 3 Work Day. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift.

Section 4 Work Schedule. Work schedules, employees' shifts, work days and hour shall be posted on bulletin boards, available to employees concerned in the work schedule. These postings shall be for a four (4) week period. Changes in an employee's starting or quitting time can only be made by the Employer if the Union has had the opportunity for input (see Section 1 above) and the employee has been notified in writing two (2) weeks prior to the implementation of said change. With the exception of starting or quitting times, the work schedule shall not be changed until the Employer and the Union have reached a mutual agreement on said change.

Section 5 Work Week Preference. An employee may exercise his department seniority to transfer from one work week to another work week within his classification and location. When an opening occurs, the Employer shall post a notice of the opening and the work week involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by the Employer, with a copy provided to the employee) for the posting opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application.

Section 6 Shift Preference. An employee may exercise his job classification seniority to transfer from one shift to another shift within his classification within his location. When an opening occurs, the Employer shall post a notice of the opening and the shift involved for five (5) consecutive workdays. During the posting period, such employees must make written application (on forms provided by the Employer, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application for said opening.

Section 7 Lunch. All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

Section 8 Rest Periods. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. Rest periods will be scheduled by the supervisor.

Section 9 When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, the employee shall receive a half receive a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

Section 10. The typical day shift lunch/break schedule for late arrivals or early departures shall be (NOTE: the following schedule is based upon normal work hours (8:30 a.m.-4:30 p.m.) and will be adjusted according to an individual's working hours):

A. Late Arrivals:

Arrival Time

Breaks

8:30 a.m. – 9:00 a.m.

- a. One hour paid lunch
- b. Two (2) 15-minute breaks
(1 morning & 1 afternoon)

9:01 a.m. – 10:00 a.m.

- a. One hour paid lunch
- b. One (1) 15-minute afternoon break

10:01 a.m. – 12:00 p.m.

- a. One half hour paid lunch (30 minutes)
- b. One (1) 15-minute afternoon break

12:01 p.m. – 3:00 p.m.

- a. No paid lunch
- b. One (1) 15-minute afternoon break

3:01 p.m. – 4:30 p.m.

- a. No paid lunch
- b. No breaks

B. Early Departures:

Departure Time

Breaks

8:30 a.m. – 10:30 a.m.

- a. No paid Lunch
- b. No breaks

10:31 a.m. – 11:59 a.m.

- a. No paid Lunch
- b. One (1) 15-minute morning break

12:00 p.m. – 2:30 p.m.

- a. One half hour paid lunch (30 minutes)
- b. One (1) 15-minute morning break

2:31 p.m. – 4:00 p.m.

- a. One hour paid lunch
- b. One (1) 15 minute morning break

4:01 p.m. – 4:30 p.m.

- a. One hour paid lunch
- b. two (2) 15 minute breaks (1 morning & 1 afternoon)

This schedule does not provide a right or excuse for an employee to be late for work nor to an early quit.

ARTICLE 14 - OVERTIME/ ON CALL/ CALL-OUTS

Section 1 The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Reasonable requests for overtime shall not be refused. The Employer shall assign the overtime work to employees within the same classification within the same shift involved, in the inverse order of seniority, commencing with least senior.

Section 2 The Employer shall make an equitable distribution of overtime on a current basis among employees within the same classification, within the same unit, within the same shift.

Section 3 A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the supervisor. All employees may review the list at reasonable times. All *overtime* hours shall be recorded daily.

Section 4 All employees in the job classifications covered by this Agreement shall receive time-and-one-half (1 1/2%) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week during the period provided in Article 13, Section 2.

Section 5 All employees in the job classifications covered by this Agreement shall receive time-and-one-half (1 %) their regular rate of pay for all hours paid in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of his next shift.

Section 6 All paid holiday, paid vacation, and approved paid personal leave hours shall be counted as hours worked for the purpose of computing overtime. For example, if an employee regularly works Monday through Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time-and-one-half (1%) for all hours worked on Saturday.

Section 7 Any and all overtime provided by this Article shall be paid or earned as compensatory time at the option of the employee. Compensatory time earned in lieu of *overtime* payment may be "banked" to a maximum of sixty (60) hours at any time during a calendar year. Any excess shall be automatically paid as cash at the appropriate overtime rate and any balance at the end of the calendar year shall automatically be paid as cash no later than the second (2nd) pay period of the following calendar year. No compensatory time balance may be carried over into the following year.

Section 8 Call-out time is defined as being recalled to work after the employee clocked out for the day for thirty (30) minutes or more and has left work. Minimum pay for such call-out time shall increase based upon the number of hours that have elapsed since the employee clocked out for the day:

- | | |
|---|--------------|
| A. Employee recall between thirty (30) minutes
And two (2) hours after clock out | 2 hours pay* |
| B. Employee recall more than two (2) hours | 4 hours pay* |
| C. Employees called out to work less than two (2)
hours prior to scheduled starting time | 2 hours pay* |

For the Sanitary Engineer's Office only, time for call out commences for the individual employee who reports to work upon his/her receipt of the call to report out. For each weekday the employee reports to a call-out, \$25.00 shall be paid in addition to the above. For each weekend or holiday only the employee reports to call-out, \$50.00 shall be paid for each call recieved at home.

*All pay shall be at a rate of time and one-half for all such call-outs, or actual time spent at the rate of time and one-half (1-1/2) whichever is greater.

Section 9.

Call-Out Duties

- A. Employees of the Service Maintenance Departments shall be subject to call-out on a seniority-based rotating basis. Each call-out shall commence with the calling of the employee next in order of seniority after the most recent employee in that division/department to have served a call-out duty.
- B. No Sanitary Engineer employee shall be mandated to accept a call-out unless all employees of the division/department with higher seniority have either refused or failed to answer the call-out. If insufficient employees of the division/department respond to the call-out, supervisor may perform the work. Five (5) consecutive refusals of call-outs and/or failure to respond to call-out communications within a three (3) calendar month time period shall be considered an "incident" of attendance for purposes of Article 19. Semi-annually, the Sanitary Engineer will post a sign-off sheet for the primary call-out crew for the sewer/wastewater employees whereby up to two (2) primary crew members may sign up to be excluded from call-outs for that period. Only two (2) individuals will be granted this status in *any* six (6) month period based on seniority. During an employee's first two (2) years as a member of the primary call-out group, he is not eligible to be excluded from call-outs.
- C. Plant Operators shall be paid a stipend of \$25.00 per calendar month for making calls for call-outs during each month. Operators shall follow the seniority call-out list in performing this job function.
- D. Stipends for call-out duty will not be pro-rated.

ARTICLE 15 – SICK LEAVE/PERSONAL LEAVE

Section 1 Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, and sick leave, but not during a leave or absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or sick leave without pay.

Section 3. Charging of Sick Leave. Sick leave shall be charged in minimum units of **one-half (1/2)** hour. An employee shall be charged for sick leave only for the days upon which he would have otherwise been scheduled to work. Sick leave payment shall not exceed normal scheduled work day or work week earnings.

Section 4. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family.
- B. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days). However, three (3) days of this bereavement leave amount shall be paid but not charged to an employee's sick leave. The three (3) days off that are not charged to sick leave shall be consecutive work days and shall include the day of the service or funeral.
- C. Medical, dental or optical examinations or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours. Appointments under this section shall be scheduled at the beginning or the end of the workday if

- possible. Time off shall be approved for the duration of the appointment, including travel time.
- D. 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.
 - E. Pregnancy, childbirth, adoption and other conditions related thereto.
 - F. Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian, foster parent, other person who stands in place of a parent (*loco parentis*), or a person for whom the employee stands as a legal guardian or in place of a parent (*en loco parentis*). For the purpose of bereavement leave only, "immediate family" also shall include nieces, nephews, aunts, and uncles but only one (1) day of bereavement leave will be permitted and paid for these family members.

Section 5 Evidence of Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 6 Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person or use another procedure established by the Employer (e.g. call off line, answering machine, voice mail) at least one (1) hour prior to the time that he is scheduled to report to work in each day of absence, unless emergency conditions make it impossible or unless the supervisor has received a written notice of an extended or continuing absence.

Section 7 Abuse of Sick Leave. Employees 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 8 Physician Statement. If medical attention is required, the employee will be required by the Employer to furnish a statement from a licensed physician that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

Section 9 Family and Medical Leave Policy.

- A. Employees who have worked both for a minimum of twelve (12) months and 1,250 hours over the previous twelve (12) month period, may be eligible for up to twelve (12) weeks of unpaid leave for one of the following reasons:
 - a. Birth and/or care of an employee's child, whether by natural birth or adoption, within twelve (12) months of the child's birth or placement;
 - b. To care for the employee's family member (spouse, sibling[s], child[ren], parents [in-law], guardian or an individual who stands in *loco-parentis*, who has a serious health condition (illness, injury, impairment or physical or mental condition which requires either inpatient care or continuing treatment by a Certified Health Care Provider and for a period of more than three (3) work days).
 - c. For a serious health condition that makes the employee unable to perform his job duties.
 - d. (1) Any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave").

- (2) Twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
- a. A request for FMLA leave shall be submitted thirty (30) days in advance when the leave is foreseeable or with as much advance notice as is possible. If the FMLA leave request is based upon the existence of a serious health condition, an appropriate medical certification must be submitted, normally in conjunction with the request for the FMLA leave. If the leave is based upon the employee's serious health condition, a medical certificate verifying the employee's fitness for duty must be submitted prior to the employee's return to work. An employee requesting military caregiver leave shall be required to submit a certification completed by an authorized healthcare provider certifying the veteran's serious injury or illness.
 - b. When invoking FMLA leave under the reasons set forth in a, b, or c above, available paid leaves (i.e., sick, vacation, personal days or comp time) will be charged concurrently during the FMLA leave. However, employees may, at their option, retain forty (40) hours of accrued leave. Similarly, if an employee is entitled to and takes a paid sick leave for any of the circumstances set forth in a, b, or c above, such leave will be treated as and counted against FMLA leave available under this Article and the requirements of this Article shall apply concurrently. Plus, if paid leave is available, it must be utilized even though such paid leave counts against available FMLA leave.
- B. FMLA leave may be taken intermittently when medically necessary due to the serious health condition of the employee or of the employee's spouse, child or parent. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the County Employer. If the employee requests intermittent leave due to the employee's serious health condition or that of a family member and the need for the leave is foreseeable based on planned medical treatment, the Employer may, in its discretion, temporarily transfer the employee to an available alternative position with equal pay and benefits if (1) the employee is qualified for the position, and (2) the position better accommodates recurring periods of leave. If the Employer believes the use of intermittent leave is inappropriate and has so notified the employee in writing, the Employer may require a medical practitioner's certification for each period of intermittent leave. When such certification is required, it shall be presented either prior to the use of the intermittent leave or immediately upon return to work. In considering the appropriate use of FMLA leave, an employee's overall attendance shall be a consideration when questions of abuse arise, including the frequency of tardiness: the employee must have been previously disciplined for absenteeism.
- C. An employee remains eligible for health coverage under the employee's group health plan during an approved FMLA leave. If the employee fails to return to work following FMLA leave, the Employer will notify the employee of the employee's option for continued health insurance coverage under COBRA. If the employee is not released to return to work based on the continuation of a serious health condition at the end of the twelve (12) weeks of eligibility, then the employee may request additional leave to be granted solely at the discretion of the County Commissioners or appropriate employing official. Failure to return from FMLA leave and/or any subsequent Employer- approved leave shall result in the employee being responsible for the total health insurance costs paid by the Employer, except where the failure to return is due to a serious health condition or circumstances demonstrated to be beyond the employee's control.
- D. Employees returning to work from an approved family medical leave will be returned to their previous position or a similar position if the employee's position no longer exists, or unless the employee's health condition is such that a reasonable accommodation, consistent with the provisions of the American Disabilities Act, is accepted and implemented by the Employer.

- F. The maximum family medical leave available to eligible employees is twelve (12) weeks (with the exception of military caregiver leave) in a twelve (12) month period; the period of twelve (12) months will be calculated from the commencement of the first day of leave. While family medical leave need not be taken for consecutive weeks, the total of twelve (12) weeks cannot be exceeded in the twelve (12) month period regardless of reason except when military caregiver leave is exercised and then the maximum total is twenty-six (26) weeks in the twelve (12) month period regardless of the number of reasons asserted or available to the employee.

Section 10. Physician Examination. The Employer may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer. If, based upon all available medical evidence, the Employer determines that the employee is not qualified, the employee may be placed on a disability leave or unpaid sick leave.

Section 11. The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to his credit upon his re-employment in the public service provided he has not received compensation for unused sick leave at the time he separated from his previous service and further provided that such re-employment takes place within ten (10) years of the date on which the employee was terminated from public service. This Section shall not apply to employees hired after 12/31/93.

Section 12. The Employer shall continue to notify all employees of their accumulated sick leave credits every two (2) weeks.

Section 13. Employees shall be entitled to two (2) days of personal leave separate and apart from sick leave. Except in the case of an emergency, an employee must submit, in writing, to their immediate non-bargaining unit supervisor a request at least forty - eight hours prior to the date of said leave. One (1) day of personal leave may be used in increments of four (4) hours and the second day may not be used in increments of less than eight (8) hours. The granting of personal leave is subject to the staffing and workload requirements of the Employer. In the event two (2) or more employees request similar time periods, such request may be granted on the basis of seniority. Should an employee not use personal leave, such leave shall be credited to the employee's accrued but unused sick leave.

Section 14. DONATION OF PAID LEAVE

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of this leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious illness or injury of the employee or a member of the employee's immediate family.

1. An employee may receive donated leave up to the number of hours the employee is normally scheduled to work in each pay period provided that the employee who is to receive the donated leave:
 - a. (Or a member of the employee's immediate family) has a serious illness or injury;
 - b. Has no accrued leave or has not been approved to receive other state or federal government paid benefits; and
 - c. Has applied for any paid leave, workers' compensation or benefits program for which the employee is eligible. Employees who have applied for these benefits may use donated leave to satisfy any waiting period for such benefits where applicable and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program. (e.g. fifty-six hours per pay period may be used by an employee who has satisfied the

disability waiting period and is pending approval; this amount is equal to the seventy percent (70%) provided by disability).

2. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - b. Donates a minimum of eight (8) hours;
 - c. Retains a combined leave balance of at least one hundred and twenty (120) hours. Leaves shall be donated in the same manner in which it would otherwise be used.
3. The Leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled any benefits that they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used if necessary, in the following pay period before any additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted to a cash benefit.
4. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The type of leave and the number of hours to be donated;
 - c. That the employee will have a minimum combined leave balance of one hundred twenty (120) hours; and
 - d. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
5. The Employer and the Union shall ensure that no employees are forced or coerced to donate leave. The Employer shall respect an employee's right to privacy, however the Employer may, with the permission of the affected employee or a member of the employee's immediate family, inform employees of their co-workers' critical need for leave. The Employer shall not directly solicit leave donations from employees and the donation of leave shall occur on a strictly volunteer basis.
6. Except in the case of determining eligibility to participate, and other applicable sections of this Article, disputes or claims of bias or prejudice between or among employees in donating leave shall be the sole provenance of the Union and its members. The Employee(s) shall have no appeal under the Grievance Procedure or civil remedies that involve the Employer.
7. Except as outlined in 6 above, no employee shall have any claim of bias, discrimination or prejudice against the Union, its members or agent. It is understood that the donation of paid leave is a personal, voluntary and individual choice of the donor and the Employer requesting such leave shall have no course of action against any employee or their representatives for the denial of donation.

ARTICLE 15A - ATTENDANCE

The purpose of this Article is to establish an effective and uniform policy to control absenteeism and tardiness. Tardiness and absences are treated jointly and Employees shall be subject to progressive discipline for unacceptable attendance including patterned absence, excessive use of sick leave and tardiness as outlined below.

A. Attendance

Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Such discipline shall be of a corrective and progressive nature and shall be enforced as follows:

Step 1 Oral Counseling - in the presence of a union representative, a notation of such counseling shall be placed in the employee's personnel file for twelve (12) months and shall cease to have force and effect at the end of such twelve (12) month period provided there is no intervening discipline.

Step 2 Oral Reprimand - in the presence of a Union representative, a notation of the oral reprimand shall be placed in the employee's personnel file for fifteen (15) months and shall cease to have force and effect at the end of such fifteen (15) month period provided there is no intervening discipline.

Step 3 Written Reprimand - in the presence of a union representative, a notation of such counseling shall be placed in the employee's personnel file for eighteen (18) months and shall cease to have force and effect at the end of such eighteen (18) month period provided there is no intervening discipline.

Step 4 Three (3) day suspension without pay. In the presence of a Union representative, a notation of such suspension shall be placed in the employee's personnel file for twenty-one (21) months and shall cease to have force and effect at the end of such twenty-one (21) month period provided there is no intervening discipline.

Step 5 Ten (10) day suspension without pay. In the presence of a Union representative, a notation of such suspension shall be placed in the employee's personnel file for twenty-four (24) months and shall cease to have force and effect at the end of such twenty-four (24) month period provided there is no intervening discipline.

Step 6 Termination

Except as noted above, all disciplinary actions contained in this Article shall hold force and effect in accordance with Article 19 of the Collective Bargaining Agreement.

For the purposes of this Article, excessive use of sick leave shall be defined as six (6) tardies and/or single day absences in a six month period. Related occurrences of single day absences (e.g. continuing therapy, long term dental procedures, etc.) may not constitute a basis for discipline, depending upon the circumstances. Patterned Absence is defined as any trend or patterns of an attendance problem that has developed over a period of two (2) months or more. Attendance/tardiness investigations shall be completed and action, if any, taken within thirty (30) days of the violation's occurrence.

Medical Excuse Required_ Employees who are absent for more than three (3) consecutive days are required to provide a medical excuse for such absences.

Personal Day Attendance Credit: Commencing on the date of execution of this Agreement, any employee having worked a full calendar quarter with perfect attendance (i.e. no tardiness, early quits, use of sick leave, emergency vacation, emergency comp. time, injury leave or any other unexcused absences) has the option of one (1) additional personal day with pay or a payment of \$125.00. Employees opting for the additional personal day must use the personal day within forty-five (45) days of earning it. Use of scheduled vacation days, scheduled personal days, scheduled compensatory time, scheduled Jury duty, scheduled military leave, scheduled Union leave, scheduled FMLA (i.e., scheduled at least seven (7) administrative work days in advance) shall not affect the employee's ability to earn this incentive but failure to clock out other than due to a malfunction of the time management system or established and recognized Department practice, shall void the employee's eligibility for this incentive.

Failure to "clock in" and not provide a time edit sheet shall be considered as a late start for the purposes of this incentive.

Calendar quarters are defined as January 1 - March 31; April 1 - June 30; July 1- September 30 and October 1- December 31.

Newly hired employees must work an entire quarter to qualify for the incentive.

*Subject to FMLA regulations which define a "serious illness or injury".

ARTICLE 16- SICK AND VACATION LEAVE CONVERSION PLAN

Section 1. Retirement. Any employee having a minimum of ten (10) years' service who retires under the applicable pension plan for Employer shall at the time of retirement receive a lump sum payment for accumulated but unused sick leave to a maximum of seven hundred twenty (720) hours. Such payment shall be based on the employee's rate of pay at the time of retirement.

In the event a bargaining unit employee with ten (10) or more years of service with the Employer dies while employed, the Employer shall pay the deceased employee's estate the above-referenced payment.

Any employee who retires under the applicable pension plan for Employer shall, at the time of retirement, receive a lump sum payment for accumulated but unused vacation leave to the maximum amount allowable (3 years) under Article 21, Section 6 of this Agreement.

Pursuant to Section 145.01 of the Ohio Revised Code and Ohio Administrative Code 145-1-26, Trumbull County is executing a plan for the conversion of sick leave and vacation leave to cash for leave that is accrued, but not used, during the calendar year, as defined as January 1 to December 31, as part of an annual conversion plan. These earnings are earnable salary on which employee and employer contributions shall be remitted to OPERS.

Leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year. For retiring employees, conversion payment must occur according to the plan and either prior to or during the month of their termination date for this earnable salary to be included in the calculation of Final Average Salary.

The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- leave in excess of the annual amount of leave accrued January 1 to December 31 less leave used January 1 to time of payment
- leave earned in previous calendar years (other than payments made in January for leave accrued but not used during the previous calendar year)
- conversion of leave to employees separating employment
- conversion of leave to retiring employees outside the regular payment schedule

Employees receive payment for hours converted in January of the following year. Participating employees may convert both sick and vacation leave or may choose to convert only sick leave or only vacation leave. The maximum amount of leave employees earn in a year is:

- Sick leave (120 hours)
- Vacation leave (240 hours)

Leave Accrual:

- Sick leave is accrued per pay period
- Vacation leave is accrued per pay period.

To participate in the conversion plan, employees must have a balance of 180 hours sick leave to cash out sick leave hours and/or at least 120 hours vacation to cash out vacation hours.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. The Employer may grant to employees of the bargaining unit the following types of leave of absence: service-connected injury, unpaid sick leave, educational, and personal. A leave of absence shall be requested and authorized on a form designated by the Employer.

Section 2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

Section 3. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 4.

- A All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing on forms to be provided by the Employer and with approval of the department head and/or the appointing authority.
- B Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Employer and by and through approval of the department head and/or the appointing authority.
- C When an employee returns to work after any leave of absence, he will be assigned to the position which he formerly occupied.
- D For purposes of ascertaining Employee seniority, service time, classification seniority and departmental seniority, an employee shall be given credit therefore for any periods of time during which he or she was rightfully on any of the leaves provided by this Agreement.

Section 5. Employer-paid hospitalization benefits shall continue in accordance with the Family Medical Leave Act and the Federal COBRA Law. Employer-paid hospitalization shall be continued for service connected disability (Worker's Compensation) for six (6) months beyond the end of the wage continuation period as set forth in Article 21. Employees who are removed from active payroll must pay monthly to the County the employee required portion of their insurance premium for those six (6) months, commencing with the date of disability in accordance with Article 21, Section 6.

Section 6. If an employee is injured during the course of employment with the County, the injured employee, or if the employee is incapacitated, anyone with knowledge of the incident must notify a supervisor or Department Head within forty-eight (48) hours from the time of injury. For example, if the incident occurs on Friday at 1:00 p.m., the notification must be before 1:00 p.m. on Sunday. If the employee is unable to speak to a supervisor or Department Head, the incident

may be reported on the Call-in line or voice mail. An injury report, developed by the County Human Resources Department must be completed. Such a report shall be given to the Department Head and forwarded to the County Human Resources Department. If an injury claim is not reported within the time frame, the employee must use sick time for the total time not reported.

ARTICLE 18- MILITARY LEAVE

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

Section 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. Upon the submission of such order the Employer shall authorize the military leave and the employee shall be paid his/her regular rate of pay for the normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time.

Section 3. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or otherwise enter military service.

Section 4. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he 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 5. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 7. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Appointing Authority;
- B. A photostat copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the 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 physical condition; and
- D. The 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 be accumulated during the time spent on military leave;
- 3) Automatic salary adjustments; and
- 4) Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 19- DISCIPLINARY PROCEDURES

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

Section 2 Disciplinary action may include:

- A. Verbal counseling.
- B. Verbal warning.*
- C. Written warning.
- D. Suspension without pay.
- E. Reduction in pay or position, or
- F. Discharge from employment

*Note: There will be written documentation of the issuance of verbal warnings placed in the file of the individual.

Section 3

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

Section 4 All records of disciplinary actions shall cease to have force and effect two (2) years after the effective date of the disciplinary action, provided that no intervening disciplinary action has occurred, unless specified otherwise in this Agreement.

Section 5 Each employee of the bargaining unit may inspect his or her personnel file as maintained by the Employer during any reasonable time, not to exceed twenty (20) minutes, provided such request is made to the authorized designee of the employer in writing at least twenty-four (24) hours in advance and does not interrupt the work of the employee.

Section 6 Disciplinary Conference

- A. Whenever the Employer determines that an employee may be suspended or discharged, a pre-disciplinary conference will be scheduled.
- B. No less than five (5) work days prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:

- 1) Appear at the conference to present an oral or written statement in his/her defense;
 - 2) Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
 - 3) Elect in writing to waive the opportunity to have a pre-disciplinary conference.
- C. At the pre-disciplinary conference, the Employer will present to the employee the allegations of misconduct.
- D. The employee and/or his/her representative will be given the opportunity to respond to the allegations of misconduct.
- E. Within fifteen (15) working days following the hearing, the appointing authority shall announce what discipline, if any, it proposes to take in writing and provide a copy to both the employee and the Union. The time for filing a grievance regarding the discipline begins upon issuance of such discipline to the employee and Union.
- F. Nothing shall preclude the Employer and the Union from mutually agreeing, in writing, to extend the time limits set forth herein. Copies of all disciplinary actions will be provided to the Union.

Section 7 An employee may use any and all accrued leave (i.e. sick, vacation, comp time, personal days, etc.) to cover a period during which he is placed on administrative leave. If the employee is fully or partially exonerated of the Employer's charges, the employee shall be made whole. (Example: An employee uses accrued time to cover a ten (10) day administrative leave. Ultimately, the punishment warranted is determined to be three (3) days. Seven days accrued leave will be given back to the employee).

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (such as Worker's Compensation, Unemployment Compensation, EEOC, Civil Rights Commission, etc.), such matters may be subject to the grievance procedure but not subject to Arbitration as provided herein.

Section 3 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 4 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - In order for an alleged grievance to receive consideration under this procedure, the grievant must verbally identify the alleged grievance to his immediate supervisor within five (5) work days of the occurrence of the employee's reasonable knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide a verbal response within five (5) work days following the date on which the supervisor and the employee discussed the grievance.

Step 2 - If the grievance is not resolved at Step 1, the employee, with the appropriate Union Steward, shall reduce the grievance to writing and shall within five (5) work days from the date the supervisor provided the verbal response at Step 1, refer the grievance to the employee's supervisor at Step 2 of the grievance procedure. The employee's supervisor shall have five (5) work days from the date the grievance was received to schedule a meeting with the grieved employee and his Union Steward. The employee's supervisor shall investigate and respond in writing to the grievant within ten (10) work days following the meeting date.

It is understood by the parties that the appropriate supervisor, for this Section only, shall mean the office of the Trumbull County Commissioners, or Trumbull County Clerk of Courts, or Trumbull County Treasurer. The elected official or designee who has jurisdictional authority for the department or division in which the grievance originated shall provide written response.

The parties agree that any grievance with an economic impact upon the Employer, as defined herein, in order to become binding on the Employer, shall be signed by the Board of County Commissioners.

Step 3A - Grievance Mediation- Prior to submitting a grievance to Arbitration as outlined in 3B below the parties may agree to submit the grievance (s) to non-binding grievance mediation. Within ten (10) days of receipt of the Step 2 Employer response, the Union shall submit a written request for mediation to the Officeholder or Department Head who shall agree or reject mediation by written notice to the Union within seven (7) calendar days of receipt of the Union mediation request. Agreed mediation shall be conducted by a mediator/facilitator provided by FMCS within sixty (60) days of the Step 2 response.

Step 3B - Arbitration - If the grievance is not satisfactorily settled in Step 2 or 3A, the Union may submit the grievance to Final and Binding Arbitration by providing notice to the Employer within thirty (30) days of the receipt of the written answer at Step 2 or 3A of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the last step reply.

The parties agree to the following permanent panel of seven (7) arbitrators.

1. Melvin F. Fineberg
2. Richard Gortz
3. Michelle Miller-Katula
4. Nels Nelson
5. Thomas Nowel
6. Susan Rueben Grody
7. Robert Stein

Upon receipt of a request for arbitration, the Employer or his Designee and the representative of the Union shall meet within ten (10) working days following the request for arbitration to select an arbitrator from the permanent panel. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to selection. In the first instance of Arbitration, the aforementioned Arbitrators shall be assigned numbers and the first arbitrator to be used shall be selected by drawing of lots based upon these numbers, thereafter the Arbitrators shall be used on a "round robin" basis commencing with the next sequential number following the first selection. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. If a grievance is withdrawn from arbitration the moving party shall notify the other party of that fact within fifteen (15) days of the withdrawal.

The Arbitrator shall hold the arbitration promptly and issue his decision within forty-five (45) days following the close of the hearing. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The Arbitrator shall be without authority to recommend any right or relief on alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance, or practices.

Except in the instance where the Employer has established a new classification, the arbitrator shall not establish any rates additional to the wage rates already negotiated as part of this Agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided, except as provided herein, between the Employer and the Union. All costs directly related to the service of the Arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

An employee may have one (1) employee Union representative accompany them in Step 1 of the procedure, and no more than two (2) employee representatives accompany them in Step 2 of the procedure. The employee may have two (2) employee Union officials accompany them in Step 3, in addition to up to three non-employee Union officials. Employee representatives, witnesses, and the Grievant shall lose no straight time pay as a result of the arbitration proceeding.

Section 5. All grievances must contain the following information to be considered and must be filed using the grievance form (Appendix K) mutually agreed upon by both parties:

- a. Aggrieved employee's name and signature
- b. Aggrieved employees classification
- c. Date grievance was first discussed and name of supervisor with whom the grievance was discussed
- d. Date grievance was filed in writing
- e. Date and time grievance occurred
- f. The location where the grievance occurred
- g. A description of the incidence giving rise to the grievance
- h. Specific Articles and Sections of the Agreement violated, and
- i. Desired remedy to resolve the grievance.

Section 6 A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such

grievance may be required to sign the grievance.

Section 7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 8. For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party, and the work days of the Employer when the Employer is the responding party. However, it is understood that work days as provided in this Article shall not include Saturdays, Sundays, or holidays, including those of continuous operation.

Section 9. The Employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

Section 10. The Employer and the Union agree that employees covered by this Agreement have the right to present grievances and have them adjusted without the intervention of the Union representative(s) as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union representative(s) have the opportunity to be present at the meeting.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

Section 1 Job Descriptions

- A. The Employer shall furnish the Union with copies of job descriptions of all classifications in the bargaining unit
- B. Whenever a change occurs in any job description, the Employer shall provide the affected employee and the Union a copy of the new job description.
- C. The Employer shall provide a copy of the job description to an employee who is hired, transferred, or promoted to a new or different job classification.
- D. No employee shall be regularly assigned to perform duties other than those properly belonging within their current classification.

Section 2 Contract Negotiations. During the negotiation period as provided herein, the Employer agrees to compensate up to four (4) bargaining unit Union representatives their regular straight time hourly rate of pay not to exceed four (4) hours per work day for time spent in negotiating sessions scheduled during an employee's regularly scheduled work hours. Such employee members whose work hours are outside the scheduled bargaining session meeting may be granted compensatory time in lieu of straight time pay, provided such compensation time does not cause an overtime situation.

Section 3 Mileage. Employees using a personal vehicle while on required official business shall be reimbursed for actual miles at the higher of the Internal Revenue Service Standard Mileage Rate or the mileage resolution passed by the Trumbull County Commissioners. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, all insurance, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees are eligible for mileage expense reimbursement only when travel has been prior authorized by the Employer/designee. No expense reimbursements are paid for travel between home and the employee's normal work location.

Section 4. Driver's License Checks. Employees who are required by job description to hold a valid driver's license or who

are on a list of authorized drivers or who drive their personal vehicles for County business must sign a waiver authorizing the employer to perform a driver's license check. Employees who are not required by job description to hold a valid license may refuse to sign the waiver but these employees shall not be permitted to drive a County vehicle or a personal vehicle for County business until such time as the check is performed. Other employees who refuse to sign the waiver may be subject to non-disciplinary demotion or suspension until such time as proof of a valid license is provided to the Employer.

The drivers' license checks are to be performed for the purpose of determining validity only. Information on the validity of the license may be shared by the Human Resource Department on a "need to know" basis only.

The checks will routinely be performed once each year but, at the discretion of the Employer, may be performed more often in instances of promotion or for probable cause.

Employees who lose their driving privileges will be placed in a non-driving position if available or placed on a non-disciplinary suspension until such time as the employee's driver's license is restored or the employee provides proof of Court ordered driving privileges. Employees placed on this non-disciplinary suspension may use accumulated paid leave until they are permitted to return to work.

Employees are required to report any suspension of driving privileges to the Employer as soon as such suspension is known.

Section 5. Vacations. Vacations shall be granted to full-time employees of the bargaining unit in accordance with the following schedule.

More than one year of service	Eighty (80) hours accruing rate of three and one-tenth (3.10) hours each bi-weekly pay period
Upon completion of seven (7) years or more of service	One hundred twenty (120) hours accruing at the rate of four and six-tenths (4.6) hours each bi-weekly pay period
Upon completion of Fourteen (14) years or more, less than twenty-one (21) years	One hundred and sixty (160) hours at the rate of six and two-tenths (6.2) hours each bi-weekly pay period but
Upon completion of Twenty-one (21) or more years of service but less than twenty seven (27) years	Two hundred (200) hours accruing at the rate of seven and seven tenths (7.7) hours each bi-weekly pay period
Upon completion of Twenty-seven (27) or more years	Two hundred forty (240) hours accruing at the rate of nine and two-tenths (9.2) hours each bi-weekly pay period

Employees shall not accrue vacation while on layoff.

Days specified as holidays in Article 23 shall not be charged to an employee's vacation leave. Vacation shall be taken in the year accrued and prior to the next recurrence of his/her anniversary date of his/her employment, provided that the appointing authority may allow accumulation and carry-over of vacation up to three (3) years. Provided further any employee hired subsequent to 12/31/93 shall be paid vacation only if he/she is regularly scheduled to work twenty-eight (28) hours or more per week.

Vacation shall be approved based on bargaining unit-wide seniority within the department/office. Employees cannot cancel previously scheduled vacation week(s), or any of the approved week(s) within seven (7) days of the start of the scheduled

vacation unless extenuating circumstances exist as recognized by the Officeholder/Department Head. Employer retains the right to deny vacation leave based upon staffing needs. Vacation requests of a week (as recognized by the Officeholder/Department Head shall be given preference over requests for individual day(s) of vacation.

Each employee may receive cash payment for up to two (2) weeks, in one week increments, of accumulated but unused vacation at the end of each calendar year. Requests for such payment shall be submitted to the employee's supervisor no later than the last pay period in November of each year.

Section 6. Service Connected Disability Employees with a service connected disability which is compensable under the rules of the State of Ohio Bureau of Worker's Compensation shall remain on the payroll, without loss of pay or benefit, until the last day of the month following completion of six (6) consecutive months of injury leave. Employees utilizing the provision of this Section shall file a worker's compensation claim with the Bureau of Worker's Compensation for Medical Benefits only. If, at the conclusion of the six (6) month period, the employee is still unable to return to work or has occasion to be off work due to the same disability or injury, the employee shall file to convert the claim to a "lost time" claim and shall sign an "agreement to reimburse" the County for all temporary total wage benefits acquired from the Ohio Worker's Compensation Bureau relative to any overlap payments. Upon receipt of the first TT check, the County shall remove the employee from the payroll, however the Employer agrees to continue to provide medical benefits for an additional six (6) months. For purposes of calculating the duration of benefits under this Section 6, it is specifically understood that the total amount of benefit period for wages is six (6) consecutive months per claim. In order to qualify for benefits under this Section 6, the employee must sign a subordination of claim agreement with the Employer.

The maximum total amount of wage continuation benefit is three (3) instances within a four (4) year period. Light duty shall be made available as an option for all employees with a service connected disability, if such work is available.

Section 7. Life Insurance. The Employer agrees to provide, at no cost to the employee, thirty- five thousand dollars (\$35,000.00) AD & D Life Insurance for employees of the bargaining unit, and three thousand five hundred dollars (\$3,500.00) paid-up life policy for retirees.

Section 8 Training and Education. The Employer shall reimburse employees for any licensing examination, license renewal or licensing course work for a license utilized by Trumbull County. The Employer agrees to pay registration fees and lost time (time away from work) for seminars and continuing education units, if seminars and/or course work is held during normal working hours and prior approval for attendance has been granted.

ARTICLE 22-JURY DUTY/WITNESS LEAVE

Section 1. A bargaining unit employee summoned for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated for the difference between his regular pay and jury duty or witness pay for work absences necessarily caused by the jury or witness duty. The employee shall provide the Employer with a copy of the summons or subpoena when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons or subpoena. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligation.

Section 2. The employee must present the Employer verification of the amount of compensation received for the jury duty or witness leave in order to be eligible for the difference between such jury duty or witness pay and the employee's regular straight time hourly rate of pay.

Section 3. On days when an employee is released early from their jury duty obligation, he shall report to work in order to complete his regularly assigned shift, provided at least four (4) hours of work remain.

Section 4. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a

party may use vacation time or leave of absence without pay. Such instances would include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian or juveniles.

ARTICLE 23 - HOLIDAYS

Section 1. Employees of the bargaining unit as defined herein shall be entitled to the following paid holidays:

- New Year's Day (1st day of January)
- Martin Luther King Day (3rd Monday of January)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday of May)
- Independence Day (4th day of July)
- Labor Day (1st Monday of September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (11th day of November)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (24th day of December)
- Christmas Day (25th day of December)
- New Year's Eve (31st of December) Four (4) hours

Section 2. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In the case of New Year's Eve and Christmas Eve these days shall be observed on the work day immediately preceding the day that New Year's day and/or Christmas Day is observed.

Section 3. Any work performed by an employee on any one 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 rate in addition to holiday pay provided in Section 4.

Section 4. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday, provided that the employee shall work his last scheduled day prior to the holiday and the first scheduled day following the holiday, unless the employee was unable to work due to illness or injury as verified, in writing, by a licensed medical practitioner.

ARTICLE 24 - RULES AND SCHEDULES

Section 1. The Employer agrees that to the extent that any rules are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of their effectiveness. Such rules shall not violate law or any provision of the contract

ARTICLE 25 - LABOR/MANAGEMENT MEETINGS

Section 1. Once each quarter, unless mutually agreed otherwise, during work time on a mutually agreeable day and time, the Employer or his designee shall meet with the Union. Each party is allowed three (3) representatives to discuss pending problems and to promote a more harmonious Labor/Management relationship.

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

- A. Discuss the administration of the Agreement.
- B. Notify the Union of changes by the Employer which affect bargaining unit members prior to the effective date.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Consider any matter of concern to the Union and/or its membership or to the Employer.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. The Union and the Employer shall create a committee for Health and Safety and a committee to review and expedite hospitalization claims (Hospitalization Committee). Each committee shall be composed of three representatives from each party and shall meet as often as necessary.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

Section 1. The Union shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way in any strike, walkout, work stoppage or slowdown of its members at any operation or operations of the Employer for the duration of this Agreement.

Section 2. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this contract, subject to possible disciplinary action and advise all employees to return to work at once.

Section 3. 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 members.

ARTICLE 27 - CONTRACTING OUT

Section 1. The Employer agrees that work normally performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor, provided that employees in the bargaining unit are available and there is available the required equipment, and the task to be performed may be performed efficiently within the required time to complete such task or project. The Employer shall not contract work normally done by bargaining unit employees on layoff status.

ARTICLE 28 - UNION MEETINGS

Section 1. The Union official whose attendance is required at a Union function, meeting or convention shall be granted time off to attend such functions on behalf of the Trumbull County Employees Union, provided a reasonable advance notice is given to his Employer. Such leave shall total not more than five (5) work days: two days paid

by the Employer and three (3) days of unpaid leave, vacation, compensatory time or personal time in any combination of aforesaid leaves as applied for by the Union official.

ARTICLE 29 - JOB RECLASSIFICATION/NEW JOBS

Whenever the Employer makes substantial changes (20% or more of the duties contained within the current job description) in a job description or when a new job is included in the bargaining unit, or when the Union believes substantial changes in an existing job description have occurred, or if the Union believes the description is inaccurate, the Employer shall meet with the Union's Classification Committee to review the classification assignment and rate of pay for the changed or new position.

A joint investigation and/or audit shall be conducted as necessary to accurately prepare a valid job description. The department head, the Union and incumbent employee shall provide input. A draft job description shall be prepared by the Employer and shall be submitted to the department head, the Union and the incumbent employee (if applicable).

Following the review of the job description, the incumbent employee, the department head and the Union shall sign the draft copy acknowledging the review and concurrence with the job description.

The final updated or new job description shall be submitted to a joint committee comprised of three (3) management representatives and three (3) Union representatives who shall meet within ninety (90) days of the submission of the job description unless the parties mutually agree to extend the time frame. The committee shall evaluate the job description and based upon the duties contained therein make a "Fair Market Value" comparison of like classifications with the previously agreed upon jurisdictions contained in the original job study proposal. A minimum of five (5) of the aforementioned jurisdictions must respond to the request for information before the committee can make any fair market recommendations. New jobs evaluated in this manner shall be placed on the Trumbull County Pay Schedule in the pay range which is the closest fit to the median pay rate provide by the responding parties.

For reclassification of existing jobs the procedure outlined above shall be followed subject to the following conditions:

1. Either party may provide a list of classifications to be reevaluated every eighteen months. If the Employer desires to reevaluate a position the Union may submit additional classifications within the same division or department for reevaluation.
2. No more than fifty per cent (50%) of the total classifications may be reviewed during the life of the collective bargaining agreement.
3. Once a job is reviewed it may not be resubmitted for reevaluation during the term of the contract.
4. "Red Circle" and "Green Circle" rates shall apply to all classifications reevaluated in the manner outlined in this Article 29. In cases where an increase in wages is applicable those employees shall be placed at the appropriate step of the new pay range. Should it be found that a position is overpaid, the position rate shall be appropriately adjusted however the incumbents shall be "red circled" at their current wage and shall receive fifty per cent (50%) of any negotiated wage increase until such time as the current rate and the redcircled rate cross.

If the committee cannot agree, by a majority opinion, to a final assignment of wages, the issue may be submitted to final and binding arbitration. The arbitrator shall be limited in his review to the job description, any reports issued as the result of an investigation and the reevaluation system agreed to by the parties. Such arbitration requests shall be collected and taken to one arbitration hearing in October of each year. The cost of such arbitration shall be shared equally by the parties. Any wage adjustments awarded shall be retroactive to the date each grievance was processed to arbitration. (Date Employer is notified of the intent to arbitrate.)

Based upon the pay rate ultimately agreed upon or assigned by the arbitrator, the position shall be assigned to the

appropriate pay range contained within the collective bargaining agreement Step assignments will be based upon years of service with the County.

ARTICLE 30 - SUPERVISORY WORK

Section 1. No supervisory personnel shall perform work normally done by the bargaining unit employees when such bargaining unit employees are available, except in the event of an emergency as determined by the proper officials of the County or as historically practiced in the interest of Employee training.

ARTICLE 31 - MODIFICATION

Section 1. Amendments and modifications of this contract may be made by mutual written agreement of the parties to this contract

ARTICLE 32 - SUPPLEMENTAL COMPENSATION

Section 1. EPA Licenses. For each license in the field of work held by an employee an increase in compensation for earning EPA licenses in all fields of operation as follows:

Wastewater Class I or Water Distribution Class I: \$0.75/hour
Wastewater Class II or Water Distribution Class II: \$1.17/hour
Wastewater Treatment Class I or Water Supply Class I: \$1.17/hour
Wastewater Treatment Class II or Water Supply Class II: \$1.58/hour
Wastewater Class III or Water Supply Class III: \$2.00/hour
Wastewater Class IV or Water Supply Class IV: \$3.00/hour
Lab Analyst: \$0.50/hour

These license incentives for employees, holding such licenses whose position do not require the license shall be paid only for hours actually worked. Employees having the above license whose positions require such license will receive the incentive for all compensatory hours. Employees holding multiple licenses eligible for the incentive will only receive it for one license, the highest compensated license held. A laborer, maintenance, flushing crew or sludge processor employee who holds a license higher than that needed for the position occupied must bid for any vacancy occurring to which that higher license is needed and, if awarded the vacancy, must accept the job or payment for the unused license will cease effective the first payroll after refusal of the job award. Exceptional circumstances presented to the Supervisor may, at the Supervisor's discretion, exempt an employee from this requirement.

Section 2. Longevity Pay Each current employee shall receive four dollars (\$4.00) per month for each year of continuous service to be payable after five (5) years of service. This longevity pay shall be paid in accordance with the following schedules annually on or about December of each year.

Employees hired after January 1, 2000, shall be eligible for longevity pay at the rate of three dollars (\$3.00) per month per each year of service commencing with the fifth year of service and continuing through the tenth (10th) year of service. Upon completion of ten (10) years of service the rate will increase to four dollars (\$4.00) per month per year of service.

The above longevity rates shall be added to the base rate of pay and shall be paid on all hours in pay status in accordance with the tables below. Longevity shall not be used as a basis for any wage increase. (i.e. the longevity rate shall not be added to the base rate prior to the addition of any general wage increase.

Hired Prior to 1/1/2000

Years	Hourly rate	Years	Hourly rate	Years	Hourly rate
5	\$0.12	21	\$0.48	37	\$0.85
6	\$0.14	22	\$0.51	38	\$0.88
7	\$0.16	23	\$0.53	39	\$0.90
8	\$0.18	24	\$0.55	40	\$0.92
9	\$0.21	25	\$0.58	41	\$0.95
10	\$0.23	26	\$0.60	42	\$0.97
11	\$0.25	27	\$0.62	43	\$0.99
12	\$0.28	28	\$0.65	44	\$1.02
13	\$0.30	29	\$0.67	45	\$1.04
14	\$0.32	30	\$0.69	46	\$1.06
15	\$0.35	31	\$0.72	47	\$1.08
16	\$0.37	32	\$0.74	48	\$1.11
17	\$0.39	33	\$0.76	49	\$1.13
18	\$0.42	34	\$0.78	50	\$1.15
19	\$0.44	35	\$0.81	51	\$1.18
20	\$0.46	36	\$0.83	52	\$1.20

Hired after 1/1/2000

Years	Hourly rate	Years	Hourly rate	Years	Hourly rate
5	\$0.09	21	\$0.48	37	\$0.85
6	\$0.10	22	\$0.51	38	\$0.88
7	\$0.12	23	\$0.53	39	\$0.90
8	\$0.14	24	\$0.55	40	\$0.92
9	\$0.16	25	\$0.58	41	\$0.95
10	\$0.17	26	\$0.60	42	\$0.97
11	\$0.25	27	\$0.62	43	\$0.99
12	\$0.28	28	\$0.65	44	\$1.02
13	\$0.30	29	\$0.67	45	\$1.04
14	\$0.32	30	\$0.69	46	\$1.06
15	\$0.35	31	\$0.72	47	\$1.08
16	\$0.37	32	\$0.74	48	\$1.11
17	\$0.39	33	\$0.76	49	\$1.13
18	\$0.42	34	\$0.78	50	\$1.15
19	\$0.44	35	\$0.81	51	\$1.18
20	\$0.46	36	\$0.83	52	\$1.20

Section 4. Shift Differential There shall be a shift differential rate of thirty cents (\$0.30) per hour per hour for the afternoon turn, and forty cents (\$0.40) per hour the midnight turn. These shift differentials are payable only to those employees working twenty-one (21) shift rotations. Effective 01/01/2018, custodians working and scheduled for afternoon shifts but as part of less than twenty-one (21) shift rotations shall receive fifteen cents (\$0.15) shift differential pay.

Section 5. Hazardous Duty Pay. Operational Personnel of the Sanitary Engineer's Department, Vehicle Maintenance Department, the Air Quality Department, Dog Pound, Purchasing Department and Maintenance Department shall be paid hazardous duty pay in the amount of thirty cents (\$.30) per hour.

Section 6. Other Certification Building Inspectors who attain specialized inspections certifications and/or licenses

(e.g. Electrical Certification, HVAC Certification, Plumbing Certification etc.) shall receive an additional fifty cents (\$0.50) per hour for each additional license/certification obtained. Employees who have a Boiler license shall receive an additional fifty cents (\$0.50) per hour. The Building Inspector and Boiler incentives shall be paid only for hours actually worked.

CDL License: The Employer shall pay the difference in renewal fees between the cost of a Commercial Driver's License and an Ohio State Motor Vehicle Operator's license. In order to qualify for this payment the Employee must be required by Job description to hold a valid CDL.

Section 7. Clothing Allowance.

A. Employees listed in Paragraph B, below, are required to wear uniform shirts with an identifying logo. Each employee will be provided with seven (7) shirts annually which shall not be altered in any manner by the employee. Also, each of these employees will be issued a medium-weight winter jacket with identifying logo to be worn during winter months. Jackets are not to be altered by employees and will be replaced by the Employer as it determines necessary. Alternative wear may be provided, as requested by the employee, with the prior approval of the supervisor. (ex: Hooded sweatshirts).

B. The requirement/allowance applies to these jobtitles only:

- Customer Service Representative
- Meter Readers
- Senior Meter Reader
- Chief Operator Water
- Operator-in-Charge Water
- Operator Water
- TV Crew Leader
- TV Assistant
- Sewer line Maintenance Crew Leaders
- Sewer line Maintenance Assistants
- Chief Operator Package Plants
- Laborers
- Operators Wastewater
- Sludge Process Workers
- Utility Operator
- Plant Maintenance Worker
- Chief Operator Brookfield
- Utility Operator
- Engineering Technicians
- Sanitary Engineering Custodian
- Dog Kennel

ARTICLE 33 - BULLETIN BOARDS

Section 1. The Employer agrees to provide space on designated areas on existing bulletin boards in each Department covered by this Agreement for use by the Union. The Employer shall not be obligated to purchase bulletin boards for the Union's use.

In the event the Employer opens a new facility(ies) that is staffed with a reasonable number of employees covered by this Agreement and the Employer determines that bulletin boards are necessary, the Union shall be provided space on designated bulletin boards for use as described herein.

Section 2. All union notices which appear on the bulletin boards shall be signed, posted and removed by the local union president or designee during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's/designee's prior approval:

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

All other notices of any kind not covered A through G above must receive prior approval of the Employer or the designated representative. It is also understood that material shall be reviewed before posting on the Union bulletin boards at any time which contain reporting, commentary, endorsement, criticism or attacks on and/or favorable comments regarding a candidate for or an incumbent of a public office or public issues or for office in any employee organization.

Section 3. 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 4. If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to immediately remove the document in question. Should a Union official not be available to remove the document in question, the Employer shall immediately remove the document in question.

ARTICLE 34 - TOOLS, UNIFORMS, PROTECTIVE CLOTHING

Section 1. The Employer shall continue its practice to provide proper tools, present uniforms, normal foul weather gear and protective clothing as per practice presently being observed. The Employer shall no longer be responsible to provide uniforms when the existing uniform service contract expires during the term of the 2002-2005 collective bargaining agreement and hence forth from that date. Until the expiration of the current uniform service contract, employees who have ordered uniforms shall have the option as to what piece of the uniform to wear. Local 2493 union representatives and their managers will meet to determine which employees shall be provided uniforms and what type the uniforms shall be.

ARTICLE 35- HOSPITALIZATION/HEALTH CARE BENEFITS

A Health Insurance Fringes. The Employer shall continue to pay the majority of cost of all hospitalization, vision care program, drug prescription plan, dental care plan for all employees during the term of this contract at the level of benefits presently in effect or greater except for the following changes. Currently the three plans offered by United Health Care are in effect. All three plans have the same network of providers. Referrals are not needed to see a specialist. Plans A and B are PPO plans. Plan C is an EPO/HMO plan. Newly hired employees shall not be entitled to hospitalization benefits or the Ohio AFSCME Care Plan Benefits until the first day of the month after completion of sixty (60) calendar days of employment. The Employer shall pay the full cost of all Ohio AFSCME Care Plan Benefits.

Plan A:

Annual "up front" deductibles shall be to \$100.00 single subscribers and \$200.00 family subscribers

1. The Annual "maximum out of pocket" expense for each employee shall be \$400 for single subscribers and \$800 for family subscribers
2. Hospitalization and Physician In-Network (Preferred Provider Organization [PPO]) to include 90/10% co-insurance. Implementation of any PPO must include the ability for enrollment of new physicians.
3. Prescription Drugs Employees of the bargaining unit shall be covered by the Ohio AFSCME Care Plan prescription drug plan in accordance with Article 35. Should any employee or covered individual exceed the maximum allowable benefit provided by the Care Plan, the affected employee shall, at the earliest opportunity and with evidence of reaching Plan maximums, be placed on the County's normal prescription drug plan until the beginning of the next benefit year of the Care Plan. Until such time as the employee can be placed on the County Plan the Employer agrees to reimburse the affected employees the net amount of any Care Plan over runs. (i.e. 90% of the cost of the prescription(s).

For the duration of this agreement, prescription drug co-pays shall be:

Retail: \$10.00 generic; \$25.00 brand name formulary; \$50.00 brand name non-formulary

Mail Order: (3 month supply): \$20.00 generic; \$50.00 brand name formulary;

\$100.00 brand name non-formulary

4. Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventative Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed above but will be applied toward the annual "out of pocket" maximums.
5. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with this Article 35.
6. Effective 1/1/18, the employee share of health care premiums shall be eleven per cent (11%) of the total premium of the plan in which the employee is enrolled, except that this cost will not include the administrative fee charged by any third party or the AFSCME CARE Plans.

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

7. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however

this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures; however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.

8. Employees or their dependents who use a hospital emergency room shall pay a \$75.00 copay. This copay will be waived if the patient is admitted to the hospital.

For further information on Plan A, please refer to the Summary Plan Description.

Plan B:

Annual "up front" deductibles shall be to \$200.00 single subscribers and \$400.00 family subscribers

1. The Annual "maximum out of pocket" expense for each employee shall be \$600 for single subscribers and \$1200 for family subscribers
2. Hospitalization and Physician In-Network (Preferred Provider Organization [PPO]) to include 80%/20% co-insurance.
3. Implementation of any PPO must include the ability for enrollment of new physicians.
4. Prescription Drugs. Employees of the bargaining unit shall be covered by the Ohio AFSCME Care Plan prescription drug plan in accordance with this Article 35. Should any employee or covered individual exceed the maximum allowable benefit provided by the Care Plan, the affected employee shall, at the earliest opportunity and with evidence of reaching Plan maximums, be placed on the County's normal prescription drug plan until the beginning of the next benefit year of the Care Plan. Until such time as the employee can be placed on the County Plan the Employer agrees to reimburse the affected employees the net amount of any Care Plan over runs. (i.e. 90% of the cost of the prescription(s))

For the duration of this agreement, prescription drug co-pays shall be:

Retail: \$10.00 generic; \$25.00 brand name formulary; \$50.00 brand name non-formulary

Mail Order: (3 month supply): \$20.00 generic; \$50.00 brand name formulary;

\$100.00 brand name non-formulary

5. Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventative Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed above but will be applied toward the annual "out of pocket" maximums.
6. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with Section C of this Article 35.
7. Effective 1/1/18, the employee share of health care premiums shall be eleven per cent (11%) of the total premium of the plan in which the employee is enrolled, except that this cost will not include the administrative

fee charged by any third party or the AFSCME CARE Plans.

8. The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.
9. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures; however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.
10. Employees or their dependents who use a hospital emergency room shall pay \$75.00 copay. This copay will be waived if the patient is admitted to the hospital.

For further information on Plan B, please refer to the Summary Plan Description.

Plan C: Also known as the EPO/HMO plan. MUST USE THE NETWORK PROVIDERS or NO CLAIM IS PAID.

1. There are no annual deductibles with Plan C.
2. The Annual "maximum out of pocket" expense for each employee shall be \$1500 for single subscribers and \$3000 for family subscribers.
3. Implementation of any PPO must include the ability for enrollment of new physicians.
4. Prescription Drugs. Employees of the bargaining unit shall be covered by the Ohio AFSCME Care Plan prescription drug plan in accordance with this Article 35. Should any employee or covered individual exceed the maximum allowable benefit provided by the Care Plan, the affected employee shall, at the earliest opportunity and with evidence of reaching Plan maximums, be placed on the County's normal prescription drug plan until the beginning of the next benefit year of the Care Plan. Until such time as the employee can be placed on the County Plan the Employer agrees to reimburse the affected employees the net amount of any Care Plan over runs. (i.e. 90% of the cost of the prescription(s)).

For the duration of this agreement, prescription drug co-pays shall be:
Retail: \$10.00 generic; \$25.00 brand name formulary; \$50.00 brand name non-formulary
Mail Order (3 month supply): \$20.00 generic; \$50.00 brand name formulary;
\$100.00 brand name non-formulary
5. Fifteen Dollars (\$15.00) office visit (\$35.00 for Urgent Care Services) co-payment including Wellness and Preventative Care Programs (e.g. physical examinations, smoking cessation, etc.).
6. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with Section C of this Article 35.
7. Effective 1/1/18, the employee share of health care premiums shall be eleven per cent (11%) of the total premium of the plan in which the employee is enrolled, except that this cost will not include the administrative fee charged by any third party or the AFSCME CARE Plans.

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

8. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures; however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.
9. Employees or their dependents who use a hospital emergency room shall pay a \$75.00 copay. This copay will be waived if the patient is admitted to the hospital.

For further information on Plan C, please refer to the Summary Plan Description.

B. Hospitalization. Any employee who has exhausted his/her accumulated sick leave, if appropriate, and vacation leave, shall have his group hospitalization insurance continued in force for a period of sixty (60) days following the exhaustion of sick leave, vacation leaves, provided that such employee is on an approved unpaid leave of absence.

C. Cost Containment and Advisory Committee

There shall be formed a Cost Containment and Advisory Committee (CCAC) whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

1. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
2. Suggesting changes in coverages and plan design, but adhering to the language below.
3. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall meet monthly and shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) may be proposed by either the Union (s) or Employer unless renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

- i. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- ii. The two (2) representatives will mutually agree on a neutral third representative.
- iii. The mediators will be given wide latitude in resolving issues under this section, and may:
- iv. Decide the issue solely among themselves.
- v. Hold a formal hearing.

- vi. Solicit exhibits and evidentiary materials.
 - vii. Direct any witnesses to appear.
4. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.
 5. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

D. "Special status" employees who are receiving health care and hospitalization benefits from any publicly funded retirement system shall not be eligible for the aforementioned health insurance/hospitalization benefits.

Ohio AFSCME Care Plan. For the duration of this Agreement the Employer agrees to contribute each month to the Ohio AFSCME Care Plan the full amounts listed below for each bargaining unit employee for s selected benefits under the plan. These benefits and amounts are listed:

Vision Care	\$ 6.75
Hearing Care	\$ 0.50
Dental Level 3	\$ 56.00
Prescription Drug Card	\$150.00
Total Amount	<u>\$213.25</u>

E. When an employee is laid off under the provisions of Article 12, Layoff and Recall, the Employer shall continue to pay the premiums for the hospitalization coverage based on the following schedule:

1 year seniority but less than 7 years	1 month following the month in which the layoff occurred
7 years seniority but less than 14 years	2 months following the month in which the layoff occurred
14 years seniority but less than 21 years	3 months following the month in which the layoff occurred
21 years of seniority or more	4 months following the month in which the layoff occurred

Section 5. Any employee who has exhausted sick leave and vacation leave and is on an approved leave of absence for illness, injury or pregnancy pursuant to Article 17 - Leave of Absence, of this Agreement shall receive all benefits as spelled out in Section 4, Article 35 - Miscellaneous Provisions.

Hospitalization benefits shall be paid by the Employer for the length of the absence up to one (1) year.

ARTICLE 36 - WAIVER IN CASE OF EMERGENCY

Section 1 In cases of emergency such as an act of God, riot, flood, civil disorder, but excluding strikes and other similar work stoppage acts, the following conditions of the contract shall be automatically suspended without recourse from the Union upon declaration of said emergency in writing by the Trumbull County Board of Commissioners:

- A. Time limits for Employer replies to grievances.
- B. All work rules and/or contracts and practices relating to the assignment of work to all County employees.
- C. Limitations and distributions of overtime.

Section 2 At the conclusion of such declaration of state of emergency, all above requirements suspended above shall be reinstated.

ARTICLE 37 - WAGES

Section 1 The parties agree that the rate of pay for bargaining unit employees shall be in accordance with Appendix F.

Section 2 The Employer agrees to "pick-up" (that is to assume and pay on behalf of each bargaining unit employee) the Employee's share of the PERS contribution in the amount of nine percent (9%) of each employee's gross salary per pay period for employees hired prior to January 1, 2018, only. Employees hired on or after 01/01/2018 will pay their full employee statutory PERS contribution. This amount shall be reported and credited as the employee's share of pension contribution and shall be in addition to the Employer's mandated contribution to the Public Employee's Retirement System.

Section 3

Effective August 1, 2017, all steps of all wage rates contained in Appendix F of this Agreement shall be increased in the amount of \$0.35 per hour.

Effective August 1, 2018, all steps of all wage rates contained in Appendix F of this Agreement shall be increased in the amount of \$0.35 per hour.

Effective August 1, 2019, all steps of all wage rates contained in Appendix F of this Agreement shall be increased in the amount of \$0.35 per hour.

ARTICLE 38 - SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this Agreement comply with all applicable law(s) and legal status.

Section 2. If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable or not in accordance with applicable statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable status, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of attempting to negotiate a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor Agreement.

ARTICLE 39 • DURATION OF AGREEMENT

Section 1: This Agreement shall be effective as of August 1, 2017, and shall remain in full force and effect until July 31, 2020.

Section 2: The rate of pay as reflected in Appendix F and the PERS pickup shall be paid pursuant to Article 37, Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 2018.

FOR THE TRUMBULL BOARD OF COUNTY COMMISSIONERS



Mauro Cantalamessa - Commissioner



Frank S. Fuda - Commissioner




Daniel E. Polivka - Commissioner

FOR LOCAL 2493 AFSCME, AFL-CIO



Anthony Canterino - President, Local 2493



Shara Taylor



Michael Robinson



David Armstrong

FOR THE TRUMBULL COUNTY TREASURER



Sam Lamancusa - Treasurer

FOR OHIO COUNCIL 8, AFSCME, AFL-CIO



Deborah Bindas - Staff Representative

FOR THE TRUMBULL COUNTY CLERK OF COURTS


Karen Infante Allen Clerk of Courts


Richard Jackson – Director, Human Resources/Risk Management

APPENDIX "A"

Section 1. The following classifications are intended to represent the original bargaining unit as recognized on April, 1984:

Sanitary Engineer Department

Chief Operator
Plant Operator in Charge
Chief Operator Water Plant
Operator Maintenance Crew
Leader Engineer Aide II
Sewer T.V. Technician
Maintenance Crew Member
Secretary V
Assistant Operator
Sewer T.V. Assistant
Plant Maintenance
Labor II
Clerk II
Janitor
Engineer Aide II
Draftsman Engineer
Aide I

Water & Sewer Billing Department

Account Clerk II
Account Clerk I
Clerk II
Senior Meter Reader
Meter Reader

Maintenance Department

Maintenance Repair Leader I
Maintenance Repair Worker
Plumber
Painter
Carpenter
Maintenance Supply Clerk
Custodian
Elevator Operator
Janitor Leader
Janitor
Janitor Aide

Commissioner's Office

Subdivision Inspector
Billing Clerk
Secretary II/Payroll Clerk

Dog and Kennel

Chief Deputy Dog Warden
Deputy Dog Warden Pound
Keeper
Office Clerk

Building Inspection Department

Heating Inspector
Deputy Inspector
Deputy Building Inspector
Clerk Secretary II

Boiler Room Department

Stationary Boiler Operator
Stationary Engineer

Garage Department

Chief Mechanic Auto
Worker Mechanic

Nursing Home

Nurses Aide
Housekeeper
Cook I
Food Service Worker
Secretary
Clerk Typist
Recreation Director

Humane Society

Rep. Payee
1-2 Investigator
1 Investigator

Treasurer

Field Collector
Clerk

Receptionist/Typist
PBX
Office Tr.

Clerk of Courts

Head Bookkeeper
Sr. Journal Clerk
Filing Deputy
Senior Filing
Junior Filing Clerk
Clerk
Issue Deputy
Civil Cost Clerk
Senior Dealer Deputy
Sr. Floor Clerk Deputy
Floor Clerk Deputy
Senior Typist
Junior Typist
Mail Deputy
Deputy Clerk
Assistant Journal

RePer Bookkeeper
Head Post I
Clerk Supervisor
First Teller
Bookkeeper Pers.
Teller Supervisor

APPENDIX "B"

Section 1. The following classifications are intended to represent the classifications excluded from the original bargaining unit as recognized on April 1, 1984:

Sanitary Engineer Department

Sanitary Engineer Assistant
Sanitary Engineer

Water & Sewer Department

Manager

Maintenance Department

None

Dog Kennel

None

Building Inspection Department

Chief Building Inspector

Boiler Room Department

None

Garage Department

None

Nursing Home

NursingHome Administrator
Administrative Assistant
Nursing Director
Registered Nurse

Commissioner's Department

Clerk
Assistant Clerk
Risk Manager
Administrative Assistant II
Disaster Services Director

Clerk of Courts

Chief Deputy

Treasurer Chief

Deputy Office
Manager
Executive Secretary

Personnel Department

Personnel Director
Clerk-Typist

APPENDIX "C"

Unit "A" - Board of County Commissioners

Pay Grade

Fleet Manager	12
Chief Mechanic	10
Accounts Payable Clerk/Sec	8
Auto Tech	8
Receptionist/Secretary	5

Building Inspection

Electrical Inspector	10
Electrical Safety Inspector	9
Building Inspector	10
Assistant Chief Building Inspector	11
Secretary II	5
Chief Electrical Inspector	11

Dog Kennel

Dog Warden	9
Chief Deputy Dog Warden	8
Deputy Dog Warden	4
Clerical Specialist	5
Pound Keeper	3

Maintenance Department

Maintenance Repair Leader	11
Air Quality Control Leader	11
Air Quality Control Technician	9
Maintenance Repair Worker II	8
Maintenance Repair Worker I	8
Custodial Work Supervisor	9
Secretary/Receptionist	5
Custodial Worker II	2
Custodial Worker I	1
Groundskeeper	4

Sanitary Engineer

Chief Operator (Water)	10
Chief Operator (Waste Water)	10
Water Operator	8
Water Operator in Charge	9
Wastewater Operator in Charge	10
Utility Operator	8
Treatment Plant Operator	8
Package Plant Operator	8
Maintenance Mechanic	8
Billing Supervisor	8

Accounting Supervisor Plant	8
Maintenance Worker	7
T.V. and Grouting Technician	7
Sewer line Maintenance Crew Leader	7
MIU Technician	7
Service Investigator Customer	7
Service Rep. Senior Engineer	7
Tech. Chemist	8
Engineering Tech. Senior	9
Meter Reader Utility	6
Account Clerk III Sludge	6
Process Worker Draftsman	6
Utility Account Clerk II	7
Meter Reader	6
Utility Account Clerk Floater Lab Technician	5
T.V. Grouting Assistant	5
Sewer line Maintenance Assistant Utility Clerk II	4
Utility Clerk I	4
Custodial Worker	4
Laborer	4
Package Plant Maintenance Worker	1 (after six months: 2)
Receptionist/Secretary	1 (after six months: 2)
Receptionist	7
	6
	4
<u>Purchasing</u>	
Storeroom Clerk/Custodian	3
<u>Unit "B" – Clerk of Courts</u>	
Bookkeeper	8
Domestic Clerk Specialist	7
Civil and Criminal Journal Clerk	6
Clerical Specialist/Bookkeeper-Title	7
Special Issuing Clerk	5
Civil Motion Clerk	6
Clerical Court of Appeals Specialist	6
Criminal Clerk	6
Title Clerk II	6
Title Clerk III	7
Floater	5
Domestic Motion Clerk	5
Domestic Cost Clerk	4
Domestic Journal Clerk	6
Title Clerk I/E-Typist	5
Civil Cost Clerk	4
Assistant Motion Journal Clerk	4

Title Clerk I (Typist)	4
Title Clerk I (Verifier)	4
Civil and Criminal File Clerk	4
Domestic Dissolutions Clerk	4
Domestic Wage Withholding	4
Domestic File Clerk	4
File Coordinator	3
Title File Clerk	3
Title File Clerk II	2
Civil Deputy Passport Clerk	4
 <u>Unit "C" - Treasurer</u>	
Tax Clerk III	8
Head Cashier	10
Cashier II	9
Head Clerk	6
Account Clerk Mortgage	7
Delinquent Tax Investigator II	8
Tax Clerk II	7
Cashier I	7
Delinquent Tax Collector/Personal Property Tax	7
Account Clerk	7
Delinquent Tax Investigator I	7
Tax Clerk I	3
TIP Counselor I	4
TIP Counselor II	5
Title Examiner	6
Appraiser	4
Tax Clerk/Civil Office Foreclosure Coordinating Assistant	7

APPENDIX "D"

APPLICATION FOR VACANCY

I, _____, wish to apply for the vacant position of
(Employee Name)

_____,
(Position Classification Title)

in accordance with Article 11, Vacancy and Promotions. I am qualified for the position because (Please set forth relevant related experience, training, education, license, etc.)

Employee's Signature

Current Department

Date of Application

Signature of Supervisor

Date Received

cc: Employee

APPENDIX "E"

TRUMBULL COUNTY
NOTICE OF BUMPING

EMPLOYEE NAME:

EMPLOYEE CLASSIFICATION:

DEPARTMENT/BARGAINING UNIT:

DATE NOTIFIED:

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article 12 of the Collective Bargaining Agreement in order to bump _____ employee, a _____ classification. I understand that this notice must be given within one (1) working day of my receipt of my layoff notice

Employee's Signature

Date Submitted

Received by (Supervisor)

PR1110

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE

2/23/2018

CONTRACT CODE: 001 APCSNL LOCAL 2943
 CONTRACT DATE: 2017/08/01 TYPE: BOTE

	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
RANGE 1	21,030 10.1206	21,603 10.3861	22,190 10.6683	24,670 11.8606	25,291 12.1596	25,935 12.4688	26,485 12.7332	27,049 13.0048	28,210 13.5626	29,427 14.1476	30,704 14.7620
RANGE 2	22,289 10.7159	22,898 11.0087	23,525 11.3101	26,042 12.5202	26,708 12.8404	27,392 13.1697	27,980 13.4524	28,583 13.7423	29,819 14.3361	31,115 14.9596	32,476 15.6139
RANGE 3	24,161 11.6159	24,823 11.9346	25,508 12.2635	28,087 13.5034	28,814 13.8529	29,560 14.2120	30,204 14.5216	30,862 14.8376	32,211 15.4861	33,629 16.1678	35,117 16.8832
RANGE 4	26,267 12.6284	26,996 12.9793	27,744 13.3389	30,390 14.6106	31,186 14.9933	32,007 15.3890	32,708 15.7250	33,429 16.0721	34,908 16.7827	36,458 17.5279	38,090 18.3125
RANGE 5	27,832 13.3808	28,607 13.7534	29,407 14.1380	32,101 15.4332	32,948 15.8404	33,815 16.2596	34,567 16.6192	35,337 16.9894	36,908 17.7447	38,561 18.5394	40,297 19.3736
RANGE 6	29,595 14.2284	30,423 14.6269	31,275 15.0365	34,025 16.3882	34,931 16.7938	35,862 17.2418	36,662 17.6260	37,480 18.0197	39,163 18.8284	40,926 19.6764	42,778 20.5668
RANGE 7	31,942 15.3572	32,839 15.7880	33,765 16.2332	36,591 17.5923	37,572 18.0639	38,584 18.5500	39,450 18.9668	40,339 19.3942	42,163 20.2707	44,077 21.1909	46,088 22.1577
RANGE 8	34,550 16.6106	35,528 17.0808	36,533 17.5644	39,442 18.9625	40,510 19.4760	41,607 20.0038	42,552 20.4577	43,517 20.9221	45,501 21.8755	47,582 22.8760	49,766 23.9264
RANGE 9	37,001 17.7894	38,051 18.2938	39,132 18.8139	42,120 20.2500	43,266 20.8014	44,448 21.3697	45,462 21.8572	46,501 22.3867	48,634 23.3822	50,872 24.4577	53,223 25.5880
RANGE 10	41,602 20.0014	42,788 20.6712	44,013 21.1601	47,145 22.6659	48,441 23.2894	49,780 23.9327	50,929 24.4851	52,105 25.0505	54,514 26.2091	57,048 27.4274	59,707 28.7053
RANGE 11	45,658 21.9514	46,969 22.5813	48,317 23.2298	51,581 24.7986	53,011 25.4861	54,463 26.1938	55,748 26.8024	57,047 27.4269	59,705 28.7048	62,496 30.0466	65,429 31.4563
RANGE 12	49,293 23.6586	50,709 24.3798	52,172 25.0827	55,549 26.7063	57,098 27.4514	58,695 28.2192	60,067 28.8784	61,471 29.5534	64,351 30.9380	67,374 32.3918	70,547 33.9173
RANGE 13	52,824 25.3962	54,349 26.1298	55,922 26.8856	59,408 28.5620	61,076 29.3635	62,790 30.1875	64,264 30.8962	65,772 31.6216	68,887 33.1096	72,117 34.6721	75,530 36.3125
RANGE 14	57,089 27.4471	58,741 28.2409	60,445 29.0601	64,067 30.8019	65,875 31.6707	67,736 32.5654	69,334 33.3337	70,968 34.1197	74,324 35.7327	77,847 37.4269	81,544 39.2043
RANGE 15	61,232 29.4385	63,010 30.2933	64,840 31.1731	68,597 32.9798	70,540 33.9135	72,540 34.8750	74,256 35.7000	76,016 36.5462	79,621 38.2798	83,410 40.1010	87,388 42.0139
RANGE 16	67,624 32.5120	69,594 33.4587	71,623 34.4346	75,584 36.3385	77,732 37.3716	79,950 38.4375	81,852 39.3524	83,602 40.2899	87,759 42.2115	91,995 44.2288	96,401 46.3471
RANGE 17	74,920 35.5870	76,180 36.6250	78,404 37.6947	82,568 39.6966	84,929 40.8313	87,362 42.0014	89,449 43.0048	91,590 44.0337	95,974 46.1418	100,581 48.3567	105,416 50.6808

FRU110

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE

2/23/2018

CONTRACT CODE: 001 APCSMC LOCAL 2943
 CONTRACT DATE: 2018/08/01 TYPE: BOTH

	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
RANGE 1	21,758 10.4606	22,331 10.7361	22,918 11.0183	25,398 12.2106	26,019 12.5036	26,563 12.8188	27,213 13.0832	27,777 13.3548	28,938 13.9125	30,155 14.4976	31,432 15.1120
RANGE 2	23,017 11.0659	23,626 11.3587	24,253 11.6601	26,770 12.8702	27,436 13.1904	28,120 13.5197	28,708 13.8024	29,311 14.0923	30,547 14.6861	31,843 15.3096	33,204 15.9639
RANGE 3	24,889 11.9659	25,551 12.2846	26,235 12.6135	28,815 13.8534	29,542 14.2029	30,288 14.5620	30,932 14.8716	31,590 15.1875	32,939 15.8361	34,357 16.5278	35,845 17.2332
RANGE 4	26,995 12.9784	27,724 13.3293	28,472 13.6889	31,118 14.9606	31,914 15.3433	32,735 15.7380	33,436 16.0750	34,157 16.4221	35,636 17.1327	37,186 17.8779	38,818 18.6625
RANGE 5	28,560 13.7308	29,335 14.1034	30,135 14.4880	32,829 15.7832	33,676 16.1904	34,547 16.6096	35,295 16.9692	36,065 17.3394	37,636 18.0947	39,289 18.8894	41,025 19.7236
RANGE 6	30,323 14.5784	31,151 14.9769	32,003 15.3865	34,753 16.7082	35,659 17.1438	36,590 17.5928	37,390 17.9750	38,208 18.3697	39,891 19.1784	41,654 20.0264	43,506 20.9168
RANGE 7	32,670 15.7072	33,567 16.1380	34,493 16.5832	37,319 17.9423	38,300 18.4139	39,312 18.9000	40,178 19.3168	41,067 19.7442	42,891 20.8207	44,805 21.5409	46,816 22.5077
RANGE 8	35,278 16.9605	36,256 17.4308	37,261 17.9144	40,170 19.3125	41,238 19.8260	42,335 20.3538	43,280 20.8077	44,245 21.2721	46,229 22.2255	48,310 23.2260	50,494 24.2764
RANGE 9	37,729 18.1394	38,779 18.6438	39,860 19.1639	42,848 20.6000	43,994 21.1514	45,176 21.7197	46,190 22.2072	47,229 22.7067	49,362 23.7322	51,600 24.8077	53,951 25.9380
RANGE 10	42,330 20.3514	43,516 20.9212	44,741 21.5101	47,873 23.0159	49,169 23.6394	50,508 24.2827	51,657 24.8351	52,833 25.4005	55,242 26.5591	57,776 27.7774	60,435 29.0553
RANGE 11	46,386 22.3014	47,697 22.9313	49,045 23.5798	52,309 25.1486	53,729 25.8361	55,211 26.5438	56,476 27.1524	57,775 27.7769	60,433 29.0548	63,224 30.3966	66,157 31.8063
RANGE 12	50,021 24.0486	51,437 24.7298	52,900 25.4327	56,277 27.0563	57,826 27.8024	59,423 28.5692	60,795 29.2284	62,199 29.9034	65,079 31.2880	68,102 32.7418	71,275 34.2673
RANGE 13	53,552 25.7482	55,077 26.4798	56,650 27.2356	60,136 28.9120	61,804 29.7135	63,518 30.5375	64,992 31.2462	66,500 31.9716	69,595 33.4596	72,845 35.0221	76,258 36.6625
RANGE 14	57,817 27.7971	59,469 28.5909	61,173 29.4101	64,795 31.1519	66,603 32.0207	68,464 32.9154	70,062 33.6837	71,696 34.4597	75,052 36.0827	78,575 37.7769	82,272 39.5543
RANGE 15	61,960 29.7885	63,739 30.6433	65,568 31.5231	69,325 33.3298	71,268 34.2635	73,268 35.2250	74,984 36.0500	76,744 36.8962	80,349 38.6298	84,138 40.4510	88,116 42.3639
RANGE 16	68,352 32.8620	70,322 33.8087	72,351 34.7846	76,312 36.6885	78,460 37.7216	80,678 38.7875	82,580 39.7024	84,530 40.6399	88,527 42.5615	92,723 44.5788	97,129 46.6971
RANGE 17	74,748 35.9370	76,908 36.9750	79,132 38.0447	83,296 40.0466	85,657 41.1813	88,090 42.3514	90,177 43.3548	92,318 44.3837	96,702 46.4928	101,309 48.7067	106,144 51.0308

PRU110

TRUMBULL COUNTY EMPLOYEE SALARY SCHEDULE

2/23/2018

CONTRACT CODE: 001 APCSME LOCAL 2943

CONTRACT DATE: 2019/08/01

TYPE: BOTH

	0 YEARS	1 YEARS	2 YEARS	3 YEARS	4 YEARS	5 YEARS	7.5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
RANGE 1	22,486 10.8106	23,059 11.0861	23,646 11.3683	26,126 12.5606	26,747 12.8596	27,391 13.1588	27,941 13.4332	28,505 13.7048	29,666 14.2625	30,823 14.8475	32,160 15.4620
RANGE 2	23,745 11.4259	24,384 11.7087	24,981 12.0101	27,498 13.2202	28,164 13.5404	28,848 13.8697	29,436 14.1524	30,039 14.4423	31,275 15.0361	32,571 15.6596	33,932 16.3339
RANGE 3	25,617 12.3159	26,279 12.6344	26,964 12.9635	29,543 14.2034	30,270 14.5529	31,016 14.9120	31,660 15.2216	32,318 15.5375	33,667 16.1861	35,085 16.8678	36,573 17.5832
RANGE 4	27,723 13.3284	28,452 13.6793	29,200 14.0389	31,845 15.3106	32,642 15.6933	33,463 16.0880	34,164 16.4250	34,885 16.7721	36,364 17.4827	37,914 18.2279	39,546 19.0125
RANGE 5	29,285 14.0808	30,063 14.4534	30,863 14.8380	33,557 16.1332	34,404 16.5404	35,275 16.9596	36,023 17.3192	36,793 17.6894	38,364 18.4447	40,017 19.2394	41,753 20.0736
RANGE 6	31,051 14.9284	31,879 15.3269	32,731 15.7365	35,481 17.0582	36,387 17.4938	37,318 17.9418	38,118 18.3260	38,936 18.7197	40,619 19.5284	42,382 20.3764	44,234 21.2688
RANGE 7	33,396 16.0572	34,295 16.4880	35,221 16.9332	38,047 18.2923	38,928 18.7639	40,040 19.2500	40,906 19.6668	41,795 20.0942	43,619 20.9707	45,533 21.8909	47,544 22.8577
RANGE 8	36,006 17.3106	36,984 17.7808	37,989 18.2644	40,898 19.6625	41,966 20.1760	43,063 20.7038	44,008 21.1577	44,973 21.6221	46,957 22.5755	49,038 23.5760	51,222 24.6264
RANGE 9	38,457 18.4894	39,507 18.9938	40,588 19.5139	43,576 20.9590	44,722 21.5014	45,904 22.0697	46,918 22.5572	47,957 23.0567	50,090 24.0822	52,328 25.1577	54,679 26.2880
RANGE 10	43,058 20.7014	44,244 21.2712	45,469 21.8601	48,501 23.3659	49,697 23.9894	51,236 24.6327	52,385 25.1851	53,561 25.7505	55,970 26.9091	58,504 28.1274	61,163 29.4053
RANGE 11	47,114 22.6514	48,425 23.2813	49,773 23.9298	53,037 25.4986	54,467 26.1861	55,939 26.8938	57,204 27.5024	58,503 28.1269	61,161 29.4048	63,952 30.7466	66,885 32.1563
RANGE 12	50,749 24.3986	52,165 25.0798	53,628 25.7827	57,005 27.4053	58,554 28.1514	60,151 28.9192	61,523 29.5784	62,927 30.2534	65,807 31.6380	68,830 33.0918	72,003 34.6179
RANGE 13	54,280 26.0962	55,805 26.8298	57,378 27.5856	60,864 29.2620	62,531 30.0635	64,246 30.8875	65,720 31.5962	67,228 32.3216	70,323 33.8096	73,573 35.3721	76,986 37.0125
RANGE 14	58,545 28.1471	60,197 28.9409	61,901 29.7601	65,523 31.5019	67,331 32.3707	69,192 33.2654	70,790 34.0337	72,424 34.8197	75,780 36.4327	79,303 38.1269	83,000 39.9043
RANGE 15	62,688 30.1385	64,466 30.9933	66,296 31.8731	70,053 33.6798	71,996 34.6135	73,996 35.5750	75,712 36.4000	77,472 37.2462	81,077 38.9798	84,866 40.8010	88,844 42.7139
RANGE 16	69,080 33.2120	71,050 34.1587	73,079 35.1345	77,040 37.0385	79,188 38.0716	81,406 39.1175	83,308 40.0524	85,258 40.9899	89,255 42.9115	93,451 44.9288	97,887 47.0471
RANGE 17	75,476 36.2870	77,636 37.3250	79,860 38.3947	84,024 40.3955	86,385 41.5313	88,818 42.7014	90,905 43.7048	93,046 44.7337	97,430 46.8418	102,037 49.0567	106,872 51.3808

APPENDIX "G" LETTER OF UNDERSTANDING

The Trumbull County Commissioners (hereinafter referred to as the "Employer") and AFSCME Ohio Council 8, and Local 2493 (AFL-CIO) (hereinafter referred to as the "Union"), do hereby agree that for purposes of the collective bargaining agreement between the parties, effective December 1, 1986, the Employer shall have no obligation under Section 9.40 O.R.C. for the sole purpose of reporting to payroll information of bargaining unit employees to the Department of Administrative Services.

APPENDIX "H"

AUTHORIZATION CARD

 PUBLIC SECTOR AUTHORIZATION MEMBERSHIP AND CHECKOFF CARD  47

AUTHORIZATION/MEMBERSHIP
 LOCAL _____ AMERICAN FEDERATION
 OF STATE, COUNTY AND MUNICIPAL
 EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of notice. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.

 CHECKOFF AGREEMENT  47

You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____
 Address _____ City _____
 State _____ Zip Code _____ Tel. No. _____
 Email _____
 Employer _____ Classification _____
 Date _____ Signature _____
 (Printed Name)

APPENDIX "T"

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into between the Trumbull County Sanitary Engineer's Department and AFSCME Local 2493;

WHEREAS, AFSCME Local 2493 and Trumbull County are participants in a Collective Bargaining Agreement that includes a grievance procedure (Article 20) and language regarding job reclassification/new jobs (Article 29); and

WHEREAS, AFSCME Local 2493 filed Grievance No. 47-16 on or about April 7, 2016, asserting a violation of the Collective Bargaining Agreement; and

WHEREAS, the County, as Employer, has rejected and continually denied the grievance; and

WHEREAS, the parties have been unable to resolve their dispute while negotiations for a new Collective Bargaining Agreement has been undertaken successfully between them; and

WHEREAS, the parties at this time wish to set aside the dispute without prejudice to either, it is, therefore agreed:

1. AFSCME Local 2493 hereby dismisses without prejudice Grievance No. 47-16 and all claims included therein.

2. Each party recognizes that due to unique circumstances alleged by both to exist, this dismissal will have no precedential recognition, agreeing that the dismissal may not be cited by either as precedent in any future dispute between them regarding any future dispute, contract interpretation, or offer in support of the existence of a claimed past practice.

WHEREFORE, the parties, by duly authorized representatives, have affixed their signatures below signifying their understanding and willingness to be bound by the terms set forth above.

AFSCME LOCAL 2493

BY: 

BY: 

TRUMBULL COUNTY

BY: 

BY: _____

APPENDIX "H"
AUTHORIZATION CARD

AFSCME LOCAL _____
STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

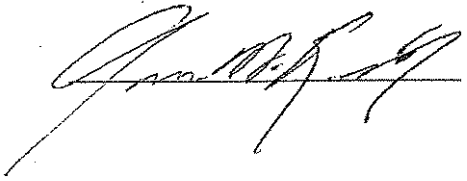


MEMORANDUM OF UNDERSTANDING

The undersigned parties to the Collective Bargaining Agreement agree that Appendix "I", Implementing the Employee Assistance Program, Will be removed from the CBA and will no longer have any force or effect.

Trumbull County will continue to assist the Union, and the employees covered by the CBA, in a like manner (if possible) to that of the discontinued EAP.

Employer:



Union:

