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AGREEMENT BETWEEN

**LORAIN COUNTY
CHILDREN SERVICES**

AND

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

Case No. 2022-MED-01-0068

Effective Upon Execution

to

March 31, 2025

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ARTICLE 1
PREAMBLE

This agreement, entered into by Lorain County Children’s Services, hereinafter referred to as the “Employer,” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local #2192, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings 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; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein. The provisions of this agreement shall be applied equally and uniformly for all members of the bargaining unit.

ARTICLE 2
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those full-time and part-time employees included in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals holding the classifications of: Caseworker, Account Clerk, Case Aide, Clerk, Data Analyst, Intake Specialist, Receptionist, Backup-Receptionist, Typist, and Administrative Assistant.

Section 2. All other classifications not specifically included in Section 1 herein shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, casual, temporary, seasonal, and contracted employees in the unclassified service shall not be included in the bargaining unit.

Section 4. Should new classifications be established within the agency which are not subject to the exclusions outlined in Sections 2 or 3 of this article, the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

Section 5. The foregoing “Recognition Clause” shall not be interpreted or applied so as to restrict the Employer from assigning non-bargaining unit personnel to perform work performed by bargaining unit personnel in accordance with the applicable job descriptions.

Section 6. Non-bargaining unit personnel shall not be assigned the work of bargaining unit personnel when said work displaces a member of the bargaining unit. The parties further agree that non-bargaining unit personnel may perform any work under the following or like conditions:

- A. In the event of an emergency;
- B. To perform work necessary to restore and/or maintain normal daily operations when qualified bargaining unit members are not available;
- C. Duties similar in nature based on existing job descriptions;
- D. During periods of instruction or training or while demonstrating proper methods or procedures.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Except as specifically limited by this agreement, the Employer shall have the exclusive right to administer the business of the agency in addition to all other functions and responsibilities required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, or promote employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the agency as a unit of government;

- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 4
NO STRIKE/NO LOCKOUT

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

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

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

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

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

Section 3. Except as specified herein, nothing in this article shall be construed to limit or abridge the Employer’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, disability, national origin, marital status, sexual orientation, military status, genetic information, political preference, or membership in lawful organizations. This provision shall not be construed to entitle an employee’s “domestic partner” to any benefit(s) not specifically delineated in the agreement as being applicable. The Union shall share equally with the Employer the responsibility for applying this article of the agreement.

Section 2. All references to employees in this agreement designate all sexes.

Section 3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this agreement.

Section 4. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6
CHECK OFF

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this agreement as being appropriately within the bargaining unit.

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

Should an employee elect to join the Union prior to the end of their initial probationary period, as defined herein, said employee shall not become a member of the bargaining unit and shall not

have access to the grievance procedure contained herein, until such time as the employee completes such probationary period.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

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

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

Section 8. Unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, each eligible employee’s written deduction authorization shall be honored by the Employer. Deductions will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union’s designated representative within the bargaining unit.

Section 9. The Employer agrees to remit a copy of all new Payroll Deduction Authorizations to the Financial Secretary, UAW, Local #2192, 5300 Baumhart Road, Lorain, Ohio 44055.

Section 10. The rate at which dues are to be deducted shall be certified to the Executive Director by the Union within thirty (30) days of the ratification of this agreement, and during January of each year thereafter. A one (1) month advance notice must be given to the Payroll Clerk prior to making any changes in an individual's dues deductions.

ARTICLE 7
UNION REPRESENTATION

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

Section 2. The Employer shall recognize a total of six (6) stewards to be assigned as the Union determines.

Section 3. The Union shall furnish the Employer with a written list of names and titles of the Union Chairperson, stewards, alternate stewards, bargaining committee members, alternate bargaining committee members, and the Local Union Election Committee members who will be responsible for conducting Union business, and any changes that occur. Such representatives shall be so designated to the Employer prior to their assumption of such representational duties.

Section 4. For the purpose of this article, appropriate Union representation business is defined as:

- A. Representation of a unit member at any step of a grievance where the affected employee requests such representation.
- B. Representation of a unit member at a predisciplinary or other disciplinary conference where the affected employee requests such representation.
- C. Attendance at meetings between the Union and the Employer where their attendance is requested by either party, or attendance at a meeting with a member at the request of the Employer, including orientation of a new employee.
- D. Up to an additional eighty (80) hours of time per contract cycle for preparation for negotiations.

Up to three (3) Union representatives may be in attendance at any meeting between the Union and the Employer as set forth in Subsection "C" of this section. If management will have more than three (3) representatives present at a meeting, the Union will be notified and provided the opportunity to have the equivalent number of representatives in attendance at that meeting. Each representative shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section. "Representatives" as referred to herein shall not include the affected employee for Union representatives and the employee's manager/supervisor for management representatives.

Section 5. In addition to the benefits outlined in Section 4 above, the Union is entitled to conduct up to twenty (20) hours of representational business per calendar month during regular agency business hours, subject to the provisions as set forth in this article. Such additional representational time shall be credited to the Union on the first of each calendar month, shall be cumulative from month to month, and shall not exceed a maximum of eighty (80) hours at any time.

Section 6. Rules governing the activity of the Union representative are as follows:

- A. The representative must obtain, in advance, authorization of their immediate supervisor before beginning Union activities;
- B. The representative shall identify the reason for the request at the time such request is made;
- C. The representative shall cease such activities immediately upon the reasonable order of the supervisor in the area where activity is being conducted, or upon the reasonable order of the representative's immediate supervisor;
- D. The representative shall not interfere, interrupt, or disrupt the normal work duties of other Agency employees; and
- E. Failure of a representative to comply with the aforementioned rules may result in disciplinary action if it is found that the representative is abusing the rules of this section.

Section 7. Before leaving the work assignment to conduct any Union activities, all Union representatives shall be required to complete the Union Representative Time Form or e-mail the supervisor for authorization in advance and complete the Time Form upon return to work. If said forms are completed, the Union representative's time shall be compensable at their regular rate of pay. If the forms are not completed, then the representative's time shall not be compensable by the Employer. The operational needs of the Employer shall be considered by the Union when it conducts Union business. However, nothing in this section shall require that any Union business, as defined in Sections 4 and 5, be conducted after normal business hours.

ARTICLE 8 **UNION LEAVE**

Section 1. The Employer agrees that bargaining unit members who attend conventions or other authorized Union activities may be granted a leave without pay for the purpose of participating in such conventions or other authorized Union activities. If, as a result of such request for leave, the Employer finds it necessary to schedule an extra employee to work or pay an employee overtime to work in the place of the employee requesting Union leave, the Employer shall have the right to deny such request.

Section 2. A short-term leave of absence without pay may be available to a maximum of five (5) bargaining unit employees. The length of such leave shall not exceed ten (10) consecutive

working days per employee per contract year, to a maximum of fifty (50) days total for the bargaining unit. It is understood that not more than one (1) employee from any supervisory unit (a supervisory unit shall be defined as a group of employees who report to a particular supervisor and team assignments and size of work units will also be considered) shall be granted such leave at any particular time. Time spent on such short-term leave of absence shall be considered as time worked for longevity and/or benefit computation. The Union agrees to give the Employer ten (10) working days advance written notice of a request for such leave. The Employer shall have the right to deny such request based on operational / staffing needs.

The Employer may waive this notice requirement at its discretion.

Notwithstanding the above, an affected employee will continue to receive regular pay during the period of an approved short-term Union leave of absence, with the Union (Local Union Treasurer) reimbursing the Employer the total employee cost for such time.

Section 3. A long-term leave of absence without pay of a minimum of sixty (60) days and a maximum of two (2) years will be granted to employees who are appointed to the staff of the International Union. Upon application, additional periods of two (2) years will be granted by the Employer. The time spent on such leaves of absence is to be considered in determining length of service. The Union agrees to give the Employer ten (10) working days advance written notice, whenever possible, of a request for such leave. Upon completion of such leave of absence, the employee will be returned to the classification formerly occupied, or to a similar classification.

ARTICLE 9 **LABOR/MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, bimonthly on a mutually agreeable day and time, the Executive Director and/or their designee and up to four (4) representatives shall meet with the Union Chairperson and up to five (5) representatives to discuss those matters addressed in Section 2. Each party may have up to two (2) additional representatives (employee or non-employee) attend any labor/management meeting with at least twenty-four (24) hours advance notice to the other party.

Section 2. Tentative agenda items shall be exchanged between the parties at least forty-eight (48) hours prior to the scheduled meeting, but this shall not be construed as restricting the parties from bringing forward other items deemed appropriate. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer affecting bargaining unit members;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 10 **PERSONNEL RECORDS**

Section 1. Upon request to the Executive Director or their designee, an employee shall have the right to inspect their personnel file. This inspection shall be conducted in the presence of the Executive Director or their designee. A Union steward may be present, if requested by the employee.

All such requests for appointments must be submitted in advance of the requested viewing date, and appointments will be scheduled with due regard to the operational needs of the agency, as determined by the Employer. The Executive Director or designee shall respond to such request within one (1) working day of their receipt of said request whenever possible. Such appointments shall be scheduled within seven (7) working days of the Employer's response to said request.

Section 2. An employee may compile, date, and insert in said record a list of the documents the employee finds therein and keep a copy of said list. Should said employee object to any of the contents of said file, the employee may write a rebuttal to such objectionable document(s) and insert such rebuttal into their file.

Section 3. An employee who has filed a written grievance may, through written authorization, request that the Union representative be permitted to review their individual personnel record with respect to investigating the grievance. Union representatives shall present the written authorization to the Employer or their designee as a condition of access to the individual's personnel record as provided in Section 1 of this article.

Section 4. Employees or their Union representative, as provided for in Section 3 of this article, will be provided a copy of any non-confidential materials contained in their personnel records upon written request and agreement to bear the cost of duplication. The Employer shall endeavor to produce records requested in accordance with this section within seven (7) working days following the written request.

Section 5. Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in the employee's personnel record. The signing of such form shall not indicate agreement, only acknowledgment of receipt of a copy. If

the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use their refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received by the employee shall be removed from their personnel record upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation and notice of any change in employment status.

Section 6. Whenever an external request to review a personnel file is submitted, the employee will be made aware of the request. The employee will be provided with a copy of any document that is provided to the requesting party.

ARTICLE 11 **CORRECTIVE ACTION**

Section 1. No employee shall be reduced in pay or position, suspended, discharged, or otherwise disciplined except for just cause. Forms of disciplinary action may include:

- A. Verbal Reprimand of Record (documented in writing);
- B. Written Reprimand;
- C. Suspension without pay;
- D. Suspension of Record (i.e., working suspension);
- E. Demotion; or,
- F. Termination/Discharge from employment.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2.

- A. Except in cases of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner consistent with the Employer's policy. Should the Employer's policy change during the term of this agreement, the Employer agrees to discuss the effects of said change.
- 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 3. Records of verbal and written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of suspensions shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

Section 4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 5. Employees with alcohol or drug abuse problems are considered as having an illness requiring treatment. The Employer shall assist the employee in dealing with the substance abuse problem by encouraging counseling, therapy, or rehabilitation programs and fully participating in a bona fide rehabilitation program. If the employee does not complete an acceptable bona fide rehabilitation program and provide verification to the Employer of same, such employee may be subject to disciplinary action.

Section 6. Personal Freedom. An employee has every right to enjoy a private life, and there shall be no discipline or discrimination placed upon their professional employment due to matters that deal with their personal life unless such matters adversely impact upon the agency.

Section 7. Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the County or the Board, in order to be enforceable. Execution by the Employee, Union Representative and Children's Services Executive Director shall be all that is required. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage their employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7th Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination. Last chance agreements, including the opportunity to enter into the agreement, content, and stipulations are individualized and non-precedent setting.

ARTICLE 12 **JOB AUDITS**

Section 1. Should an employee in the bargaining unit feel that the employee is not properly classified in accordance with the job classification specification, the employee may have their position audited upon submitting a request to the Human Resource Manager on the Employer's position audit request form. Upon receiving the request, the Human Resource Manager will sign and date the form to indicate their receipt. A copy of the form will then be made and provided to the employee for their records. The employee shall provide within fourteen (14) calendar days all necessary information requested by the Manager regarding the job audit. The audit will be based on the duties of the employee at the time of the request.

Section 2. Within forty-five (45) days of the employee’s job audit request, the Human Resources Manager shall determine and notify the employee and the Union if the employee should be reclassified. Employees reclassified to a position assigned to a higher salary schedule shall be placed at the minimum for the new pay schedule or receive a three percent (3%) increase to their existing rate, whichever is greater. Employees reclassified to a position assigned to a lower salary schedule shall be placed at the maximum in the new pay schedule or receive a three percent (3%) reduction to their existing rate, whichever is lesser. Salary adjustments resulting from a reclassification shall become effective at the beginning of the first pay period following the date of determination by the Human Resources Manager.

However, any employee reclassified to a position assigned to a higher salary schedule will also receive a lump sum payment equal to the difference between the amount the employee actually received and the amount the employee would have received if their reclassification had been approved on the date the job audit request was received by the Human Resources Manager. Such payment will be considered earnable salary for PERS purposes and will be subject to all applicable deductions.

Section 3. Grievance(s) filed pursuant to this article shall be submitted at the Executive Director level of the grievance procedure.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by provisions of the federal and/or state laws and/or by the United States or Ohio constitutions.

Section 3. A grievance, under this procedure, may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, the steward will process the grievance and each employee desiring to be included shall sign the grievance.

Section 4. All grievances must be timely processed at the proper step in the progression in order to be initially considered or considered in the subsequent step, unless the parties mutually agree otherwise. Any employee may withdraw a grievance without prejudice at any point by submitting in writing a statement to that effect, or by permitting the time requirement to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

“Working Days” as used in this article means Monday through Friday, excluding all holidays identified in Article 15 of the agreement.

Section 5. The written grievance shall state on the grievance form, among other things, the specific articles and sections of the agreement alleged to have been violated, an explanation of the facts, and the remedy requested to resolve the grievance.

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

Step 1 - Informal Step

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

Step 2 - Manager

If the problem is not resolved informally, the steward shall reduce the grievance to writing and the aggrieved person may present the written grievance to the appropriate manager no later than five (5) working days after the aggrieved person has received a response at the informal level. Within five (5) working days after the filing of the grievance, the manager or designee may either schedule a meeting to be held within five (5) days with the aggrieved person, and if the person elects, their steward, to discuss the grievance and attempt to resolve it, or respond to the grievance in writing. Within five (5) working days after the meeting, if a meeting is held, the manager shall provide the aggrieved person and the steward with a written response to the grievance.

Step 3 - Executive Director

If the grievance is not resolved at Step 2, the employee with the appropriate steward shall within five (5) working days after receiving the Step 2 reply refer the grievance to the Executive Director or their designee. The Executive Director or their designee shall have five (5) working days in which to schedule a meeting with the grievant, their representative, and the International Representative, which shall be held within five (5) working days of the scheduling of the meeting. The Executive Director/designee shall respond in writing within five (5) working days following the conclusion of the meeting.

Step 4 - Intent to Arbitrate

If the grievance is not satisfactorily resolved at Step 3, the Union will notify the Executive Director, in writing, within fourteen (14) calendar days that the grievance will be submitted to arbitration. A request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio must be submitted simultaneously with the request submitted to the Executive Director.

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

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

- B. If either party elects to receive a panel of arbitrators from the American Arbitration Association (AAA) instead of FMCS, as outlined in “A” above, the requesting party will notify the other once the parties have failed in their efforts to select an arbitrator and prior to either or both parties requesting a panel from the FMCS. The AAA panel will consist of fifteen (15) arbitrators and the cost of the panel will be paid by the party requesting the panel. Once the AAA submits the panel of arbitrators to the parties, each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.
- C. The arbitrator shall have no power to add to, subtract from, or modify any terms of this agreement.
- D. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- E. The arbitrator’s decision shall be final and binding to the Union, all bargaining unit employees, and the Employer.
- F. The arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
- G. The expense of the arbitrator’s fees and services shall be borne by the losing party. In the event there is no clear cut winner or loser, expenses shall be borne equally. In the case of

an arbitration involving disciplinary action, the parties will split the expense of the arbitrator.

Each party will be responsible for compensating its own representatives and witnesses who are non-employees of the Agency.

Section 7. The grievant and steward(s) will be granted leave with pay to attend arbitration hearings. The Union reserves the right to have an International Union UAW representative at arbitration hearings.

Section 8. By mutual agreement, all time specifications in the grievance procedure may be extended. If the Employer fails to answer a grievance within the time specified, the grievance may be advanced to the next step of the procedure. If the Union fails to advance a grievance in the time specified, the last answer received will stand.

Section 9. If an employee desires to represent themselves, the Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present. If the employee represents themselves, no adjustment to the grievance shall be inconsistent with the terms of the collective bargaining agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

Section 10. Grievances which affect the entire bargaining unit may be filed at Step 3 of the grievance procedure. Grievances concerning disciplinary action may be filed at the level at which the disciplinary action was generated.

Section 11. The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes between the Employer and the bargaining unit employees and the Union.

ARTICLE 14
PROBATIONARY PERIOD

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be:

<u>Classification</u>	<u>Length of Probation Period</u>
Caseworker Level 1	180 calendar days
Caseworker Level 2	180 calendar days
Caseworker Level 3	180 calendar days
Caseworker Level 4	180 calendar days
Account Clerk	120 calendar days
Data Analyst	120 calendar days

Clerk	120 calendar days
Receptionist	120 calendar days
Typist	120 calendar days
Administrative Assistant	120 calendar days
Case Aide	120 calendar days

*Notwithstanding the above, a newly hired Caseworker with recent work experience of two (2) years or more as a Caseworker at another public children services agency within the state of Ohio will serve a reduced initial probationary period of one hundred twenty (120) calendar days. “Recent work experience” as used herein shall mean work experience within the twelve (12) month period preceding the date of hire.

A newly hired probationary employee may be terminated any time during their probationary period and shall have no appeal over such removal.

Section 2. A newly promoted or transferred employee will be required to successfully complete a probationary period in their newly appointed position.

The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the promotional probationary period shall be sixty (60) calendar days

The probationary period for a transferred employee shall begin on the effective date of the transfer, and the length of the probationary period shall be sixty (60) calendar days. During the first forty-five (45) days of the probationary period for a transferred employee, the employee may opt to return to the position formerly held or a comparable position. The transferred employee will be evaluated after the first thirty (30) calendar days “Promotion” as used herein shall mean the movement from one position to another position within the bargaining unit which is assigned to a different classification and a higher pay range (e.g., pay range 1, 2, 3, 4, 4.5, 5). “Transfer” as used herein shall mean the movement from one position to another position which is assigned to a different classification within the same pay range, or from one position to another position within the same classification but within a different department and/or with different job requirements.

Section 3. The Employer will conduct at least one performance evaluation at the approximate midpoint of each employee’s new hire or promotional probationary period to measure the employee’s fitness to continue in the position. Nothing herein shall be construed as preventing the Employer from evaluating an employee at any time. Should a newly hired employee be determined by the Employer to be unfit for the position, the employee shall be terminated according to the provisions of Section 1 above. In the event a newly promoted/transferred employee is determined to be unfit for their new position, as determined by the Employer, said employee shall be returned to their former classification/position.

Section 4. The Employer retains the right to extend, for a period not to exceed ninety (90) days, a probationary period for any newly hired or promoted or transferred employee.

ARTICLE 15
HOLIDAYS

Section 1. Employees will be entitled to the following paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day/Indigenous People's Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

Section 2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The only exception is if Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day fall on a weekend, the holiday schedule will be arranged to provide the employees with a four (4) day weekend.

Section 3. Any work performed by an employee on any one of the days listed in Section 1, whether actual or observed but not both, shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings, in addition to the holiday earnings, except as provided below.

Section 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 holidays. However, in order to be eligible for compensation for a recognized holiday, the employee must be in active pay status on the scheduled day before and after such recognized holiday.

ARTICLE 16
SICK LEAVE

Section 1. Each full-time employee shall accumulate eleven (11) days of sick leave per contract year. Said leave shall be earned by all employees at the rate of .0423 hours for each hour of service in an active pay status, including vacation and sick leave, but not during periods of leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 2. Retention of Sick Leave. An employee who transfers from another public agency to Lorain County, or has prior service with a public agency, as defined in Section 124.38, Ohio

Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as the employee is employed by Lorain County, except that deduction shall be made for any payment or credit by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to their credit upon their re-employment in Lorain County, provided that such re-employment in Lorain County takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee shall be required to use accumulated vacation, compensatory time, or personal days.

Section 4. Uses of Sick Leave.

A. Sick leave will be granted to an employee for the following reasons:

1. Illness or injury of the employee or a member of their immediate family;
2. Medical, dental, or optical examination or treatment of an employee or a member of their immediate family, which reasonably requires the attendance of the employee;
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee or when, through the exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others;
4. Pregnancy and/or childbirth and other conditions related thereto, inclusive of leave for the care of spouse/family during the post-natal period as certified by a physician;

B. For the purpose of this article, immediate family shall include: 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, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or other person residing in the employee's household subject to advance approval by the Executive Director/designee.

Section 5. Evidence Required For Sick Leave Usage. The Employer will require an employee to make a notation on their time card/time record explaining the reason for the sick leave (see Section 4 [A]) and may require an explanation of 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, the employee shall notify the Agency (call the designated telephone line - main line receptionist and/or e-mail the supervisor and main line receptionist) no later than 8:30 a.m. of each day the

employee is scheduled to report to work, unless emergency conditions make it impossible. The employee will advise the receptionist of the date of absence and the anticipated duration of the absence. If work activities will need to be covered (e.g., appointments, court appearances, etc.), the employee will communicate with the supervisor/designee of the activities that will need coverage prior to the start of the activity and not later than 8:30 a.m.

Section 7. Physician's Statement. If medical attention other than routine examination is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee has been released to return to work. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. For absences other than bereavement leave that exceed four (4) consecutive calendar days, the employee may be required to submit a physician's statement certifying their physical and/or mental capacity to return to work.

Section 8. Sick Time Pay-Out.

- A. **Service or Disability Retirement.** A bargaining unit employee with five (5) or more years of service under the Public Employees' Retirement System (PERS) shall, upon retirement or separation, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave, except when the Employer has just cause for removal. An employee hired after April 1, 2007, with five (5) or more years of service shall, upon retirement or separation, be eligible to cash out a maximum of two hundred and fifty (250) hours of sick leave, except when the Employer has just cause for removal. "Retirement" shall be mean eligibility for and commencement of disability or service retirement benefits under the Public Employees Retirement System.
- B. **Annual.** An employee may elect each year to have the Employer buy back a maximum of eighty (80) hours of sick leave for the current year, provided the employee maintains a balance of three hundred eighty (380) hours of sick leave after the conversion. A written request must be completed by the employee to do so, and be submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of sick leave days to be converted.

The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of sick leave converted. The conversion will result in the employee having their sick leave account reduced by the number of sick leave days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

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

ARTICLE 17
PERSONAL DAYS

Section 1. Full-time employees shall be entitled to four (4) personal days (thirty-two [32] hours) per contract year. Such personal days shall be credited to each bargaining unit member who is in an active pay status at the beginning of each contract year. A new employee shall be entitled to one (1) personal day per quarter, provided the employee is employed on the first day of the quarter. A personal day is a total of eight (8) hours.

Section 2. If an employee fails to utilize a personal day identified in Section 1 prior to March 31 of any year, such time shall be converted to the employee's accumulated sick leave balance.

Section 3. Personal days shall be scheduled a minimum of twenty-four (24) hours in advance with the approval of the immediate supervisor and shall be taken in a minimum increment of eight (8) hours. Provided there is no negative impact upon operations or services, the supervisor may waive the minimum twenty-four (24) hour notice.

Effective January 1, 2023, employees may use their personal day allotment in minimum increments of four (4) hours.

ARTICLE 18
LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. Employees shall utilize all available accumulated vacation, compensatory time, or personal time prior to requesting a personal leave of absence without pay. The granting of any leave of absence without pay is subject to approval by the Employer. A requesting employee shall submit such request at least thirty (30) days in advance of the requested leave, unless emergency conditions make such advance notification impossible. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position. Any replacement in the position while an employee is on leave will be hired on an interim basis, not to exceed six (6) months, and will be relieved of such interim duties upon the reinstatement of the employee from leave. The relieved employee will be considered for other vacancies.

Section 2. When an employee becomes physically or mentally unable to perform the essential functions of their position, but is still able to perform the essential functions of another vacant classification, the employee may voluntarily request a lateral transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary lateral transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements.

Section 3. A physically or mentally incapacitated employee who has exhausted all available paid leaves (sick, vacation, personal days), and for whom a voluntary reduction is not granted,

may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days and shall not exceed a six (6) month duration. The Human Resource Manager may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted in writing to the Human Resource Manager as soon as possible prior to the requested date, and accompanied by an original signed physician's statement which includes the anticipated probable date on which the employee will be able to return to work. Upon the Human Resource Manager's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of their position. The disability leave will end on the date on which the physician releases the employee as medically able to return to work.

Section 4. The Human Resource Manager may deny requests for disability leave. Whenever this occurs, the Employer will require the employee to submit to an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the essential functions of their position. The cost of such examination shall be paid by the Employer.

Section 5. A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted their accumulated sick leave and authorized vacation and disability leave without pay, where applicable, and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
2. Declared physically incapable of performing the essential functions of their position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on an interim basis, and such employee will be made fully aware of its interim nature. An employee given a disability separation shall have the right to reinstatement to the same or similar classification within three (3) years of the date of disability leave. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the employee and the Employer. The third physician's decision regarding the ability of the employee to perform the essential functions of the position shall be final and binding on both parties. The services of the third physician shall be paid by the employee and the Employer.

Section 6. If it is found that leave is not actually being used for the purpose for which it was granted, the employee shall be terminated. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 7. Periods of time spent on leave of absence shall not be considered breaks in service in accordance with Article 24.

ARTICLE 19 **COURT LEAVE**

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

The employee shall provide the Employer with a copy of the jury duty summons on the first work day following its receipt, and in no event later than three (3) work days prior to the first day of service.

Section 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, child custody, juvenile, etc. Employees shall be required to utilize vacation leave or compensatory time for such personal matters. If no vacation leave or compensatory time is available, leave without pay shall be granted.

Section 3. It is understood that an employee released from jury duty prior to the end of their scheduled work day shall report to work for the remaining hours, and providing such remaining hours shall enable the employee to work a minimum of three (3) hours following their return to the agency.

ARTICLE 20 **MILITARY LEAVE**

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

Section 2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one federal fiscal year (October 1 to September 30) under this provision is one hundred seventy-six (176) hours.

Section 3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to

perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

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

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

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

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

Section 6. A "permanent public employee" as defined in ORC 5923.05 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

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

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

Section 9. A veteran separated or discharged under honorable conditions must make application to re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years, or any other period required by law. The following procedures apply:

- A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the Employer.
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.

- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with their physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. Sick Leave - that amount which had been accumulated at the time of entering service.
 - 2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
 - 3. Automatic Salary Adjustment (step increases where applicable).
 - 4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 21
EDUCATIONAL LEAVE

Section 1. Educational leave shall be granted to an employee in accordance with the Employer's policy. Should additional educational opportunities develop, as the result of funding provided through applicable legislation, the Employer shall meet with the Union to discuss the basis upon which such additional leave may be granted.

ARTICLE 22
BUILDING CLOSINGS

Section 1. Should the Employer close the agency office or any of its facilities due to an emergency, an employee who is scheduled to work on such day in the office or facility that is closed, or in the alternative scheduled to work at home, shall receive their regular straight time compensation for such day, or appropriate portion thereof. If the Agency office is closed, but an employee is scheduled for court and/or home visits, this section shall not apply.

Employees who are scheduled to attend a mandated training at the Regional Training Center or other location that remains open, shall attend the training, unless the employee deems it unsafe to travel. For any missed mandated training the employee shall promptly take steps to reschedule this training no later than twenty-four (24) hours after cancelling.

Section 2. On-Call Pay. Any employee who is required to be on-call (i.e., receive phone calls/referrals or responding in person to referrals/report) during a building / facility closure shall be compensated as follows:

- A. The employee shall receive the employee's regular straight time compensation for such day.
- B. In addition, the employee shall receive a \$5.00 per hour on-call pay supplement for the entire eight (8) hour day (in lieu of the normal on-call pay set forth in Article 27, Section 9).
- C. Finally, the employee shall receive additional pay equal to their normal hourly rate of pay for all hours worked receiving phone call/referrals or responding in person to referral/report.

Section 3. Non-probationary employees in the applicable classification may volunteer to be on-call during such times, upon approval of the Employer. If an insufficient number of employees volunteer, the Employer shall assign non-probationary employees in the applicable classification by inverse seniority, on a rotating basis, to be on-call.

Section 4. Should the agency office or any of its facilities remain open during periods of inclement weather, but an employee is unable to report to work as a result of adverse weather conditions, such employee shall have the option to use vacation leave in accordance with Article 23, accumulated compensatory leave in accordance with Article 27, or personal leave in accordance with Article 17.

ARTICLE 23 **VACATION**

Section 1. The amount of vacation leave to which an employee is entitled is based upon their length of service. Full-time employees are entitled to forty (40) hours vacation leave with pay after six (6) months of continuous employment with the Employer. An employee who is terminated from employment with the Employer prior to six (6) months of continuous employment shall not be entitled to vacation leave.

Section 2. In addition to vacation benefits outlined in Section 1, an employee is entitled to forty (40) hours vacation leave with pay after one (1) year of continuous employment with the Employer. An employee who is terminated from service after six (6) months, but less than one (1) year of continuous employment with the Employer, shall not be entitled to such additional vacation leave.

Section 3. A full-time employee shall accrue and be entitled to take vacation leave with pay for time beyond that provided in Sections 1 and 2, in accordance with the schedules outlined in Appendix A. The Employer hereby agrees that such schedules shall not be changed, altered, or amended for the duration of this agreement.

Section 4. Employees shall be entitled to, or shall retain, vacation service credit or prior service credit for tenure with any other governmental unit or political subdivision of the State of Ohio. However, an employee who is hired with less than one (1) year of prior service credit shall not be credited with such prior service time until the employee has completed one (1) year of

continuous service with the Employer. An employee with prior service time in excess of one (1) year at the time of their hire may accrue and use vacation leave from their date of hire with the Employer, in accordance with the appropriate amount of their prior service credit and the schedules referred to in Section 3.

Section 5. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until the employee has completed six (6) months of continuous service with the Employer, except as provided in Section 4. Years of service shall run from an employee's anniversary date of employment to the next anniversary date, unless their continuous employment with the Employer (as defined in Article 24, Seniority) has been broken.

Section 6. Vacations will be scheduled in minimum increments of one-quarter (1/4) hour, in accordance with the operational needs of the agency. The following procedures shall be followed regarding the scheduling of vacation leave:

Employees shall be required to submit a written request for vacation leave of over five (5) days a minimum of thirty (30) days prior to the scheduled beginning of such vacation leave.

- A. Vacation leave requests for periods of more than two (2) and not exceeding five (5) days shall be submitted, in writing, a minimum of one (1) week prior to the scheduled beginning of such vacation leave.

Vacation leave requests for periods of up to two (2) days may be requested orally at least forty-eight (48) hours prior to the scheduled beginning of such vacation.

- B. All such vacation leave requests shall be made to the employee's immediate supervisor. The Employer may, at its discretion, waive any of these advance scheduling requirements.
- C. Once an employee has scheduled a vacation, such employee shall not be "bumped" for such scheduled time by a senior requesting employee.

Section 7. An employee wishing to change their scheduled vacation shall give the Employer one (1) week advance written notice. All changes in schedule shall be on a "first come, first served" basis for those unscheduled and available weeks remaining. An employee requesting vacation time on a "first come, first served" basis shall make their request in accordance with this article.

The Employer will notify employees requesting vacation on a "first come, first served" basis, within two (2) working days of their request, if it is approved or denied.

Section 8. The Employer may waive or amend the advance notification requirements, if a requesting employee can show that there is a bona fide emergency.

Employees shall document vacation usage through the automated timekeeping system.

The Employer shall have the right to deny vacation requested, if the operational needs of the agency so mandate.

Section 9. Generally, vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The Employer may permit an employee to carry over vacation from year to year. However, any such employee may not retain such accumulated time which is in excess of three (3) years. Employees who, upon ratification of this agreement, have accumulations of vacation time, shall not forfeit such accumulated time, except as outlined below.

Section 10. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of an accrual for three (3) years. Such excess leave shall be eliminated from an employee's leave balance, and the employee shall be notified in writing by the Employer of their available vacation leave balance at least twice annually.

Section 11. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave. Compensated time off and sick leave time shall not be charged to an employee's vacation time.

Section 12. An employee is entitled to compensation, at their current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to their credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to their credit, for up to three (3) years immediately preceding the last anniversary date of employment.

Section 13. In the case of the death of an employee, unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to their estate in the same manner identified in Section 12 herein.

Section 14. Part-time employees shall earn vacation credit on a prorated basis in the same manner as full-time employees.

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

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

ARTICLE 24
SENIORITY

Section 1. “Seniority” will be computed on the basis of uninterrupted length of continuous service with the Employer in a bargaining unit position. A termination of employment lasting less than thirty-one (31) days will not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. Part-time employees shall accrue seniority on a prorated basis based upon 2,080 hours worked per year.

Notwithstanding the above, an employee who accepts a promotion or transfers out of the bargaining unit shall have continuous service broken and shall cease to accumulate seniority on the date that the employee completes their probationary period for the new non-bargaining unit position. If said employee returns to the bargaining unit after completing their non-bargaining unit probationary period, their seniority date shall be established as the date of return.

In the event two (2) or more employees have the same date of hire, the tie will be broken based upon the last four (4) digits of the social security number with the highest number being ranked highest in seniority.

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. An approved leave may include the following: education, FMLA, disability, sick, military, and court leave.

Section 3. Employees with more than two (2) years of seniority who are laid off shall retain their seniority for a period of four (4) years from the date of layoff. All other employees covered by this agreement will, when laid off, retain recall rights for one (1) year from the date of layoff.

Section 4. Upon completion of an employee’s probationary period, as set forth in this agreement, the employee will be placed on the bargaining unit seniority list and will be immediately credited with seniority from their date of hire.

Section 5. An employee will lose their seniority and shall cease to have employment rights upon (a) retirement, (b) resignation, (c) termination for just cause, (d) being absent without a reasonable excuse for three (3) consecutive work days without notifying the Employer of the reason for their absence, and (e) not returning to work upon a recall from layoff within the time frame set forth in Article 25, Layoff and Recall.

ARTICLE 25
LAYOFF AND RECALL

Section 1. A layoff shall only result from a lack of work, lack of funds, or job abolishment.

Section 2. When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employee twenty (20) working days in advance of the

effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any layoff as soon as possible. The Employer agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 3. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. A senior employee who is laid off may first elect to bump into any vacant position, or should the vacant position(s) be filled by other bumping employees, the employee shall then displace the employee in the same classification with the least agency seniority. Should there not be an opportunity to bump within the employee's classification, the employee may displace the least senior employee in a lower pay grade position, provided that the employee meets the established minimum qualifications for the position and no additional training is required. For purposes of this section, a short orientation period of one (1) week or less shall not be considered as additional training.

Section 4. Employees who are laid off shall be placed on a recall list for a period consistent with the provisions of Article 24, Seniority. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new employees will be hired by the Employer into a classification(s) affected by a layoff while there are employees on the recall list for that classification(s). An employee who is on a recall list shall be given first consideration for vacancies that occur, provided they are qualified to perform the work.

Section 5. Notice of recall from a long-term layoff shall be sent to the employee by certified mail. The Union Chairperson will be provided with a copy of the notice of recall. Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. In the case of a long-term layoff, the recalled employee shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return to work and shall have fifteen (15) working days from the receipt, or attempted delivery, of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 7. In the event two (2) or more employees have the same date of hire, the tie will be broken based upon the last four (4) digits of the social security number with the highest number being ranked highest in seniority.

Section 8. Attrition. To the greatest extent practicable and consistent with the operational needs of the Board, if a reduction is necessary, the Employer shall attempt to minimize the impact on bargaining unit members by not filling vacancies created by employees in bargaining unit positions who have died, resigned, have been granted leaves of absence, retired, or who otherwise have left the employ of the Board, rather than by layoffs.

Section 9. For the purposes of layoff and recall only, the Union stewards and bargaining committee members shall head the seniority list within the area they represent.

The Union Chairperson shall head the seniority list of the bargaining unit.

ARTICLE 26
VACANCY AND PROMOTIONS

Section 1. The parties agree that all appointments to positions covered by this agreement, and any new positions established hereafter which will be covered by this agreement, will be filled in accordance with this agreement.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy will be posted on the employees' bulletin board for ten (10) working days. Anyone wishing to apply for the vacant position shall do so by submitting a written letter of interest/e-mail to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date, or if the employee does not meet the minimum qualifications for the job. A representative of the Union may submit an application for those absent for any reason during the posting period.

No employee shall be considered if any of the following exist:

- A. The employee is on probation;
- B. The employee has had a transfer and/or promotion in the last twelve (12) months;
- C. The employee has an attendance problem that the employee has been put on notice about;
- D. The employee is currently working under a performance evaluation action plan (PEAP), and/or performance conference process (PCP);
- E. The employee has an active disciplinary action in their file, in accordance with Article 11, Section 3. (In the case of a verbal warning, only those issued during the last six [6] months shall apply.)

Section 3. Letters of interest (hand delivered or e-mailed) for transfer, promotion or reassignment will be considered filed timely provided they are received no later than the closing date listed on the posting.

The term "promotion," for purposes of this agreement, will mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

"Transfer" as used herein shall mean the movement from one position to another position which is assigned to a different classification within the same pay range, or from one position to

another position within the same classification but within a different department and/or with different job requirements.

“Reassignment” as used herein shall mean the movement from one position to another position within the same classification and with the same job requirements, and within the same Department (e.g., Direct Services, FBC, Referral, etc.), but which is assigned to a different supervisor, or the same supervisor but with different job functions. Reassignments are at the sole discretion of the Employer in consideration of the employee’s stated reasons for the reassignment, the record of performance of the affected employee, the criteria set forth in Section 2, operational and staffing needs, and the best interests of the Agency.

Additionally, nothing herein shall be construed to limit the Employer’s right to reassign employees based upon operational and staffing needs when no position vacancy has been posted.

Section 4. All timely filed letters of interest for transfer, reassignment, or promotion will be reviewed considering the following criteria: qualifications (preferred/minimum), experience, time in current position/job stability, education, knowledge, skills, abilities, seniority, and performance record. Among those that are determined to be equally qualified, the position shall be awarded to the applicant with the most seniority. If there are no bidders on the job, the job may be filled by hiring a new employee.

Section 5. The Employer agrees to conduct interviews with the top qualified internal applicants within ten (10) working days of the closing of the posting period, as follows:

The first to be interviewed, in order of experience, will be those applicants who meet the preferred qualifications. If the vacant position is not filled in this manner, the next to be interviewed, in order of experience, will be those applicants who meet the minimum qualifications.

After the interview process has been completed, all interviewed employees will be notified within five (5) working days, whether they will or will not be awarded the vacant position.

Those qualified internal applicants who were not interviewed will also be notified that the vacancy has been filled.

After the position is awarded, the Employer agrees to inform the Union who was interviewed and who was awarded the position.

The employee awarded the vacant position will be moved into such position within twenty (20) working days after their notification.

Section 6. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, i.e., for no more than twenty-six (26) weeks.

Section 7. Caseworkers with ten (10) or more years of continuous service with the agency will be considered as equivalent to a Caseworker possessing an MSW with regard to the ability to transfer from one (1) unit to another unit.

ARTICLE 27 **HOURS OF WORK**

Section 1. The standard work period for all full-time bargaining unit employees shall be forty (40) hours. The work period for all such employees shall begin at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday.

Section 2. Each full-time employee shall be entitled to a one-half hour (1/2) unpaid lunch. Actual work hours for all full-time employees shall be forty (40) hours in a standard work period.

Section 3. Notwithstanding any other provisions of this article, an employee is expected to take their lunch during each work day, unless otherwise approved by their supervisor.

Section 4. Bargaining unit employees shall normally receive, for hours worked in excess of forty (40) hours in a work week, payment in cash at the rate of one and one-half (1 1/2) times their regular straight time hourly rate for such excess hours of work.

Section 5. Employees may choose to earn compensatory time in lieu of cash payment when they work in excess of forty (40) hours in a work week. Such FLSA compensatory time will be earned at the rate of one and one-half (1 1/2) hour for each FLSA overtime hour worked.

Employees shall be prohibited from accumulating in excess of eighty (80) hours of said time in a calendar year. The employee must notify the Employer within the pay period that the overtime is worked if the employee chooses to earn FLSA compensatory time in lieu of cash payment.

The use of compensatory time will be scheduled at a time mutually agreed upon between the immediate supervisor and employee.

Compensatory time in excess of forty (40) hours will be paid in the last pay of December of the applicable calendar year.

Section 6. Bargaining unit employees who receive authorization to utilize compensatory time for an entire work day shall expend a total of eight (8) hours of compensatory time.

Section 7. Employees may combine vacation, compensatory and/or sick leave, with prior approval of the supervisor as contained herein.

Section 8. “Flexible hours” shall be defined as an adjustment to the starting and ending time of an employee’s work day, to accommodate a forty (40) hour work week, as fully described in Section 1. All employees in the bargaining unit shall be allowed to utilize flexible hours upon the approval of the supervisor.

Section 9. Bargaining unit employees designated by the Employer to be in “on call” status (in FBC and as back-up to direct services) shall receive three dollars and twenty-five cents (\$3.25) per hour for hours “on call.” Bargaining unit employees designated by the Employer to be in “on-call” status (in Direct Services) shall receive four dollars (\$4.00) per hour for hours “on call.”

On-call hours for Saturday and Sunday shall be as follows:

Saturday: 8:01 a.m. Saturday to 8:00 a.m. Sunday

Sunday: 8: 01 a.m. Sunday to 8:00 a.m. Monday

Notwithstanding the above, the primary contact on Saturday or Sunday will not receive the \$3.25/\$4.00 per hour, but will receive one hundred forty dollars (\$140.00) for the full shift.

Non-probationary Caseworkers shall be subject to being “on call” during the course of the calendar year and shall be required to carry a cell phone beyond normal business hours in order to respond to calls/emergencies occurring outside of normal office hours.

An “on-call” week shall be an established period of seven (7) consecutive calendar days. Employees will be able to voluntarily sign up for “on-call” weeks/days by seniority on a quarterly basis, most senior selecting first and rotating down to the least senior. Weeks may be split between Caseworkers as long as coverage is assured and supervisors are appropriately informed. Any weeks/days remaining unfilled after the voluntary sign-up will be assigned based upon inverse seniority, least senior assigned first and rotating up to the most senior.

Employees may trade on call weeks/days by mutual written agreement and advance notice of at least forty-eight (48) hours to the appropriate supervisor(s). The employee accepting the trade shall be responsible for coverage for that “on call” week/day.

Employees may not volunteer/trade/work “on call” more than two (2) consecutive weeks in a row without supervisor approval.

Section 10. The Employer will attempt, whenever possible, to maintain a standardized work schedule for every classification. In the event the Employer determines that a permanent change in schedule is necessary, such change will be posted fourteen (14) days prior to the effective date of the change. The Employer agrees to meet with the Union to discuss the impact of permanent schedule changes.

ARTICLE 28 **EXPENSE REIMBURSEMENT**

Section 1. Employees who are required to utilize their personal vehicles in the performance of their job will be reimbursed at the IRS rate for the applicable year.

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

Section 2. The cost of meals shall be reimbursed when the employee is required by the Employer to travel outside Lorain County on agency business. The cost of all meals shall not exceed the amount identified in the current agency travel procedure.

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

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

Section 3. All expense reimbursements identified herein shall be paid by warrant of the County Auditor in accordance with the policies and procedures of the Auditor's Office.

ARTICLE 29 **HEALTH CARE INSURANCE**

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

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

Section 3. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions and benefit levels of the base program (i.e., Plan A) and any alternative programs. The costs and/or the terms and conditions and benefit levels of said programs shall be at the discretion of the Board of Commissioners and may be subject to change.

In the event that the Board of Commissioners determines that a spousal carve out/spousal surcharge is appropriate, such term/condition shall not be effective until on or after January 1, 2017, and may include the following:

At the discretion of the Board of Commissioners, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical insurance coverage available to them through the spouse's employer. In lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge (rate applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through the spouse's Employer to remain on the plan by paying the separate spousal surcharge, in addition to the base contribution share as set forth below. The spousal surcharge is not subject to the premium cost sharing provisions of this article and is paid entirely by the participating employee.

Section 4. The parties will contribute to the base cost of the health care coverage as follows:

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

Effective January 1, 2020, the parties will contribute to the base cost of the health care coverage as follows:

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

Effective January 1, 2021, the parties will contribute to the base cost of the health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	85 %	15%
Single Plan	85%	15%

Section 5. The employee shall be required to contribute, through payroll deduction, any amount in excess of the Employer contribution amounts identified in this article.

Section 6. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 30 **PROFESSIONAL LIABILITY**

Section 1. The Employer shall provide professional liability insurance coverage for all bargaining unit employees. Such coverage shall be in the amount of one million dollars (\$1,000,000).

Section 2. In the event that such insurance coverage is not available to the Employer upon terms and conditions satisfactory to the Employer, the Employer shall indemnify an employee for reasonable expenses incurred by the employee in defending civil legal proceedings, provided that any such action is based upon allegation(s) that:

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

Section 3. The Employer shall reimburse or pay a judgment or settlement sum in an action based upon aforesaid allegations, provided that the Board of County Commissioners or a court of competent jurisdiction finds and determines that such damages are compensatory in nature provided, however, that the Employer shall also reimburse, pay penalties, and/or damages if they are not the fault of the employee and the conditions outlined in Section 2 of this article have been met. (The decision of the Board of County Commissioners shall be final and shall not be appealable under the grievance procedure of this agreement. Decisions of the Board of County Commissioners with regard to this matter shall be appealable to the appropriate judicial authority.)

Section 4. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union, nor shall such failure be considered a breach by the Employer or Union of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE 31
WAGES

Section 1. Bargaining unit employees shall be assigned to pay ranges in accordance with the following:

<u>Pay Range</u>	<u>Classification</u>
2A	No Class Currently Assigned
2B	No Class Currently Assigned
2C	No Class Currently Assigned
3A	Clerk and Typist
3B	Clerk or Typist with an Associate's Degree in a job-related discipline, as determined by the Employer
3C	Clerk or Typist with a Bachelor's Degree in a job-related discipline, as determined by the Employer
4A	Administrative Assistant, Back-up Receptionist.

- 4B Administrative Assistant with an Associate’s Degree in a job-related discipline, as determined by the Employer, or Back-up Receptionist.
- 4C Administrative Assistant with a Bachelor’s Degree in a job-related discipline, as determined by the Employer, or Backup Receptionist.
- 4.5A Account Clerk, Case Aide, Data Analyst, Receptionist
- 4.5B Account Clerk, Case Aide, Data Analyst, and Receptionist with an Associate’s Degree in a job-related discipline, as determined by the Employer
- 4.5C Account Clerk, Case Aide, Data Analyst, and Receptionist with a Bachelor’s Degree in a job-related discipline, as determined by the Employer
- 5A Caseworker (Level 1) (Bachelor’s Degree in Social Work or other related field)
- 5B Caseworker (Level 2) (Master’s Degree in Social Work or related field)
- 5C Caseworker (Level 3) (Master’s Degree in Social Work/ LSW/LPC, or Master’s Degree in Social Work or related field and five (5) years of service as a caseworker with Lorain County CS)
- 5D Caseworker (Level 4) (L.I.S.W. / LPCC /or ten [10] years of service as a caseworker with Lorain County CS)

Section 2. Wage Schedule Administration. New employees hired after the execution of this contract shall generally be placed on the wage schedule at the established base rate for the applicable range or at a service credit base rate granted in accordance with the provisions below. Where the Executive Director determines that beneficial experience exists, a newly hired employee may be placed at a service credit base rate computed based upon a three percent (3.0%) increment for each year of service credit granted, not to exceed seven [7] years of credit. However, based on the employee’s qualifications and prior experience, the Employer at its discretion may place a newly hired employee up to the mid-point of the pay range for the employee’s position, whichever is greater.

Any employee who reaches the top range of the wage schedule shall still be eligible to receive lump sum merit payments pursuant to Section 5. Additionally, in order to ensure adequate movement through the applicable pay ranges, the parties agree to the following administration of the pay scale, based upon an employee holding the same classification with the Lorain County Children’s Services:

1. If an employee completes five (5) years of full-time continuous service with the agency in the same classification or classification series (e.g. Caseworker 1, Caseworker 2, Caseworker 3, Caseworker 4, etc.) and is not yet at twenty percent (20%) of the applicable pay range, then the employee will be moved to twenty percent (20%) for that job classification range after the administration of the general wage increase and during the first full pay period following the receipt of the general wage increase after they have been in the classification or classification series for five(5) years.
2. If an employee completes ten (10) years of full-time continuous service with the agency in the same classification or classification series (e.g. Caseworker 1, Caseworker 2, Caseworker 3, Caseworker 4, etc.) and is not yet at forty percent (40%) of the applicable pay range, then the employee will be moved to forty percent (40%) for that job classification range after the administration of the general wage increase and during the first full pay period following the receipt of the general wage increase after they have been in the classification or classification series for ten (10) years.
3. If an employee completes fifteen (15) years of full-time continuous service with the agency in the same classification or classification series (e.g. Caseworker 1, Caseworker 2, Caseworker 3, Caseworker 4, etc.) and is not yet at fifty percent (50%) of the applicable pay range, then the employee will be moved to fifty percent (50%) for that job classification range after the administration of the general wage increase and during the first full pay period following the receipt of the general wage increase after they have been in the classification or classification series for fifteen(15) years.
4. If an employee completes twenty (20) years of full-time continuous service with the agency in the same classification or classification series (e.g. Caseworker 1, Caseworker 2, Caseworker 3, Caseworker 4, etc.) and is not yet at sixty percent (60%) of the applicable pay range, then the employee will be moved to sixty percent (60%) for that job classification range after the administration of the general wage increase and during the first full pay period following the receipt of the general wage increase after they have been in the classification or classification series for twenty (20) years.
5. If an employee completes twenty-five (25) years of full-time continuous service with the agency in the same classification or classification series (e.g. Caseworker 1, Caseworker 2, Caseworker 3, Caseworker 4, etc.) and is not yet at the seventy-five percent (75%) point of the applicable pay range, then the employee will be moved to the seventy-five percent (75%) point for that job classification range after the administration of the general wage increase and during the first full pay period following the receipt of the general wage increase after they have been in the classification for twenty-five (25) years.

Section 3. For the duration of this agreement, the following pay range will be effective:

Effective First Full Pay - April 2022

Range	Min	20%	40%	50%	60%	75%	Max
2A	\$17.50	\$18.47	\$19.43	\$19.92	\$20.40	\$21.12	\$22.33
2B	\$17.96	\$18.96	\$19.96	\$20.46	\$20.97	\$21.72	\$22.97
2C	\$18.43	\$19.47	\$20.50	\$21.02	\$21.54	\$22.32	\$23.62
3A	\$18.29	\$19.57	\$20.85	\$21.50	\$22.14	\$23.10	\$24.70
3B	\$18.78	\$20.05	\$21.33	\$21.97	\$22.60	\$23.56	\$25.15
3C	\$19.28	\$20.60	\$21.91	\$22.57	\$23.23	\$24.22	\$25.86
4A	\$18.76	\$20.19	\$21.62	\$22.33	\$23.04	\$24.12	\$25.90
4B	\$19.28	\$20.85	\$22.42	\$23.21	\$23.99	\$25.17	\$27.13
4C	\$19.80	\$21.33	\$22.85	\$23.62	\$24.38	\$25.52	\$27.43
4.5A	\$19.63	\$21.15	\$22.67	\$23.43	\$24.19	\$25.33	\$27.23
4.5B	\$20.19	\$21.76	\$23.33	\$24.12	\$24.91	\$26.09	\$28.05
4.5C	\$20.77	\$22.39	\$24.02	\$24.83	\$25.64	\$26.86	\$28.89
5A	\$21.73	\$23.21	\$24.69	\$25.43	\$26.17	\$27.28	\$29.12
5B	\$27.00	\$28.56	\$30.12	\$30.90	\$31.67	\$32.84	\$34.79
5C	\$27.95	\$29.60	\$31.25	\$32.08	\$32.90	\$34.14	\$36.20
5D	\$28.79	\$31.07	\$33.35	\$34.50	\$35.64	\$37.35	\$40.20

Effective First Full Pay - April 2023

Range	Min	20%	40%	50%	60%	75%	Max
2A	\$17.85	\$18.75	\$19.64	\$20.09	\$20.54	\$21.21	\$22.33
2B	\$18.32	\$19.25	\$20.18	\$20.64	\$21.11	\$21.81	\$22.97
2C	\$18.80	\$19.76	\$20.73	\$21.21	\$21.69	\$22.41	\$23.62
3A	\$18.66	\$19.86	\$21.07	\$21.68	\$22.28	\$23.19	\$24.70
3B	\$19.16	\$20.35	\$21.55	\$22.15	\$22.75	\$23.65	\$25.15
3C	\$19.67	\$20.90	\$22.14	\$22.76	\$23.38	\$24.31	\$25.86
4A	\$19.14	\$20.49	\$21.84	\$22.52	\$23.19	\$24.21	\$25.90
4B	\$19.67	\$21.16	\$22.65	\$23.40	\$24.14	\$25.26	\$27.13
4C	\$20.20	\$21.64	\$23.09	\$23.81	\$24.54	\$25.62	\$27.43
4.5A	\$20.02	\$21.46	\$22.91	\$23.63	\$24.35	\$25.43	\$27.23
4.5B	\$20.59	\$22.09	\$23.58	\$24.32	\$25.07	\$26.19	\$28.05
4.5C	\$21.19	\$22.73	\$24.27	\$25.04	\$25.81	\$26.96	\$28.89
5A	\$22.16	\$23.56	\$24.95	\$25.64	\$26.34	\$27.38	\$29.12
5B	\$27.54	\$28.99	\$30.44	\$31.17	\$31.89	\$32.98	\$34.79

5C	\$28.51	\$30.05	\$31.59	\$32.35	\$33.12	\$34.28	\$36.20
5D	\$29.37	\$31.53	\$33.70	\$34.78	\$35.87	\$37.49	\$40.20

Effective First Full Pay - April 2024

Range	Min	20%	40%	50%	60%	75%	Max
2A	\$18.21	\$19.03	\$19.86	\$20.27	\$20.68	\$21.30	\$22.33
2B	\$18.69	\$19.54	\$20.40	\$20.83	\$21.26	\$21.90	\$22.97
2C	\$19.17	\$20.06	\$20.95	\$21.40	\$21.84	\$22.51	\$23.62
3A	\$19.03	\$20.16	\$21.30	\$21.86	\$22.43	\$23.28	\$24.70
3B	\$19.54	\$20.66	\$21.78	\$22.34	\$22.91	\$23.75	\$25.15
3C	\$20.06	\$21.22	\$22.38	\$22.96	\$23.54	\$24.41	\$25.86
4A	\$19.52	\$20.79	\$22.07	\$22.71	\$23.35	\$24.30	\$25.90
4B	\$20.06	\$21.47	\$22.89	\$23.59	\$24.30	\$25.36	\$27.13
4C	\$20.60	\$21.97	\$23.33	\$24.01	\$24.70	\$25.72	\$27.43
4.5A	\$20.42	\$21.78	\$23.15	\$23.83	\$24.51	\$25.53	\$27.23
4.5B	\$21.01	\$22.41	\$23.82	\$24.53	\$25.23	\$26.29	\$28.05
4.5C	\$21.61	\$23.07	\$24.52	\$25.25	\$25.98	\$27.07	\$28.89
5A	\$22.61	\$23.91	\$25.21	\$25.86	\$26.52	\$27.49	\$29.12
5B	\$28.09	\$29.43	\$30.77	\$31.44	\$32.11	\$33.12	\$34.79
5C	\$29.08	\$30.50	\$31.93	\$32.64	\$33.35	\$34.42	\$36.20
5D	\$29.95	\$32.00	\$34.05	\$35.08	\$36.10	\$37.64	\$40.20

Effective with the first full pay period following ratification by both parties, employees who are actively employed at a rate between the base rate and the maximum shall receive up to a three percent (3.0%) general wage increase, not to exceed the maximum.

Effective with the first full pay period of April 2023, employees are actively employed at a rate between the base rate and the maximum shall receive up to a three percent (3.0%) general wage increase, not to exceed the maximum. The minimum rates in the wage schedule shall be increased by two percent (2%).

Effective with the first full pay period of April 2024, employees who are actively employed at a rate between the base rate and the maximum shall receive up to a three percent (3.0%) general wage increase, not to exceed the maximum. The minimum rates in the wage schedule shall be increased by two percent (2%).

Section 4. As consideration for establishing defined service-based points within the wage ranges, the parties have agreed to eliminate longevity payments under this Agreement.

Section 5. Merit Increases/Bonuses. Merit raises may be given by the Executive Director at its discretion at any time during a contract year subject to the constraints of the wage scale and

availability of funds. Such discretionary increases/bonus payments shall be based on the following criteria: production; performance; attendance; experience; or other criteria as determined by the Executive Director. Once recommended, the Executive Director shall make a determination and provide the designee, if applicable, the union, and the employee with the Executive Director's decision. Any employee dissatisfied with the decision may request a meeting with the HR Director/designee to discuss the decision. The Executive Director's decision as to the attainment or retention of any specific merit adjustment or lump sum payment for failure to meet/maintain merit standards is final and not appealable. Withdrawal or denial of merit is not disciplinary action. Merit increases may be in the form of hourly adjustment or lump sum equivalent. Merit increases are not intended to replace a negotiated general increase.

Section 6. Demotion. Whenever an employee is returned to their former classification, the employee shall be returned to their former hourly rate of pay.

Section 7. Promotion. Employees who are promoted shall receive an increase of three percent (3%) to their hourly rate of pay, or be placed at the minimum for the pay range to which the classification is assigned, whichever is greater. Such increase shall be effective on the date of promotion.

Section 8. Level Assignment. Each employee will be assigned to a rate of pay in the appropriate pay range. Upon meeting the requirements of a higher level, the employee will be assigned to a corresponding standing at the higher level. For example, an employee in level 5C at a rate 10% above the established base rate, would advance to level 5D at a rate 10% above the established base rate, not to exceed the maximum. The only exceptions are as follows:

1. An employee (non-caseworker) who is receiving a rate of pay below the maximum in levels 2A, 3A, 4A, and 4.5A, will receive their current rate plus five percent (5%), not to exceed the maximum, when the employee advances to the appropriate "B" level.
2. An employee (non-caseworker) who is receiving a rate of pay below the maximum in levels 2B, 3B, 4B, and 4.5B will receive their current rate plus five percent (5%), not to exceed the maximum, when the employee advances to the appropriate "C" level.
3. A caseworker who is receiving a rate of pay below the maximum in level 5A will receive their current rate plus eight percent (8%), not to exceed the maximum, when the employee advances to level 5B.
4. A caseworker who is receiving a rate of pay below the maximum in level 5B will receive their current rate plus five percent (5%) not to exceed the maximum, when the employee advances to level 5C.
5. A caseworker who is receiving a rate of pay below the maximum in level 5C will receive their current rate plus five percent (5%) not to exceed the maximum, when the employee advances to level 5D.

ARTICLE 32
HEALTH AND SAFETY

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

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

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

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

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

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

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

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

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

Section 10. The parties recognize the importance of the “buddy system” as a training tool and to ensure the safety of agency caseworkers. For training purposes, the appropriate supervisor will make the assignment of a “buddy.” If a caseworker who needs to visit with a client believes their safety may be in jeopardy, the employee will notify their supervisor of such concern. If the immediate supervisor is unavailable, the caseworker will notify another agency supervisor of their concern. The appropriate supervisor will then either approve the “buddy” preferred by the affected caseworker, assign another employee to accompany/be available to assist the caseworker (out in the field/after hours within the Agency), or the supervisor will personally accompany/be available to assist the caseworker.

Section 11. In the event that there is an authorized legal strike engaged in by a Union representing employees assigned to work in a building housing the Lorain County Children’s Services, or any facility to which a bargaining unit employee is assigned, bargaining unit employees will be required to enter those premises when safe entrance can be arranged.

ARTICLE 33
BILINGUAL PAY SUPPLEMENT

Section 1. Employees who utilize a second language, including American sign language (speak, write, read, and understand), during the course of the performance of their routine duties as required by their job description and the job posting are eligible to receive an additional \$3.10 per hour for employees occupying positions assigned to Pay Ranges 2-4, an additional \$3.25 per hour for employees occupying positions assigned to Pay Range 4.5, and an additional \$4.25 per hour for employees occupying positions assigned to Pay Range 5 (one [1] supplement regardless of the number of languages the employee is able to utilize). Employees who receive a bilingual pay supplement may be periodically required to demonstrate their continued proficiency.

Section 2. An employee who utilizes a second language within the scope of a job assignment (where proficiency in a specified second language is not a specific requirement of the position held), will be compensated a bilingual pay supplement of an additional \$3.10 per hour for each full hour of work requiring the utilization of the second language. The bilingual pay supplement will be paid in one (1) hour increments based upon specific documented job performance utilizing a second language.

ARTICLE 34
FAMILY AND MEDICAL LEAVE

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

Section 2. An employee who exhausts the Family and Medical Leave may apply for disability leave pursuant to the provisions of Article 18 of this agreement.

ARTICLE 35
BEREAVEMENT LEAVE

Section 1. Bargaining unit employees shall be granted up to three (3) consecutive work days, not deducted from sick leave, for a death in the employee's immediate family. Up to an additional two (2) work days, deducted from sick leave, shall be approved for bereavement purposes.

Section 2. For purposes of this article, immediate family shall include: 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, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or other person residing in the employee's household subject to advance approval by the Executive Director/designee.

Section 3. A maximum of two (2) working days, deducted from sick leave, to attend funerals and funeral related business for a member of the extended family.

Section 4. For the purpose of this article, extended family shall include: step-parent, step-sibling, great-grandparent, aunt, uncle, niece, and nephew.

ARTICLE 36
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 1. No section of the Civil Service Laws contained in Ohio Revised Code 124.01 through 124.56 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as prohibited by Ohio Revised Code 4117.08 (B).

ARTICLE 37
RULES AND REGULATIONS

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

Section 2. Should new work rules, regulations, policies, or procedures need to be established, or should existing work rules, regulations, policies, or procedures need to be revised during the term of the agreement, the Employer agrees to meet with the Union in order to discuss said rules, regulations, policies and procedures prior to revision or implementation.

Section 3. If agreement cannot be reached on new or revised rules, regulations, policies or procedures and the Employer implements such, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented or revised rules, regulations, policies, or procedures.

Section 4. The Employer agrees to meet with employees to discuss all rules, regulations, policies, and procedures established or revised in accordance with Section 2 above. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule, regulation, policy, or procedure has been explained to the employee.

ARTICLE 38 **DURATION OF AGREEMENT**

Section 1. This agreement shall be effective upon execution, and shall remain in full force and effect until March 31, 2025, unless otherwise terminated as provided herein.

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

Section 3. This agreement shall be in full force and effect for the period set forth in Section 1 of this article, unless both parties mutually agree in writing to open negotiations on any portion hereof.

Section 4. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

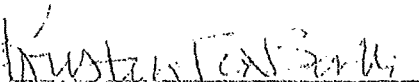
Section 5. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In any event, if any provision herein is so rendered invalid, upon the written request of either party, the parties shall make arrangements to meet for the purpose of discussing (the possibility of) a lawful or valid replacement for such provision.

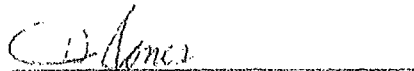
SIGNATURE PAGE

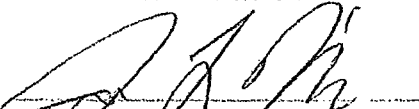
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representative this 11 day of August, 2022.

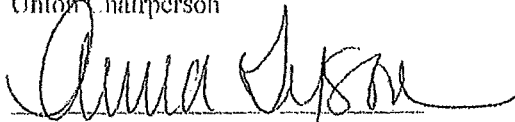
FOR THE LORAIN COUNTY
CHILDREN'S SERVICES BOARD

FOR THE INTERNATIONAL
UNION, UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS, LOCAL #2192

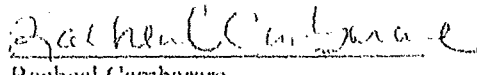

Kristen Fox - Berki
Executive Director



Dena Jones
Union Chairperson

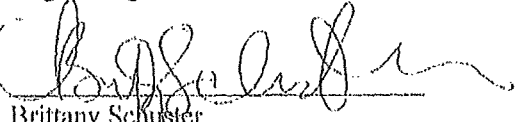

Jim Miller
LCS Board Chair

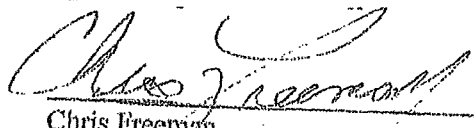

Anna Tyson
Negotiating Team Member


Kevin Shebesta
Labor Relations Consultant


Racheal Cambarano
Negotiating Team Member


Dan Pettigord
Assistant County Prosecutor


Brittany Schuster
Negotiating Team Member


Chris Freeman
UAW Representative

APPENDIX A
VACATION SCHEDULE

	New Employee (No Prior Ohio, County, City Service) Or Less Than One (1) Year Of Employment	New Employee (With One (1) Year Or More Previous Ohio, County, Or City Service)	After Four (4) years Of Currently Continuous LCCS Service
	Lump Sum Hours To One (1) Year Anniversary Then Rate Of Accrual (Per Pay)	Rate Of Accrual (Per Pay) Based On Total Year Of Longevity	Rate Of Accrual (Per Pay) Based On Total Year Of Longevity
0-6 Months	0	3.1	
6 Months But Less Than 1 Year	40	3.1	
1 Year Anniversary	40	3.1	
1 Year But Less Than 4 Years		3.1	
4 Years* But Less Than 8 Years		3.1	4.6
8 Years* But Less Than 15 Years		4.6	6.2
15 Years* But Less Than 25 Years		6.2	7.7
25 Years* Or More		7.7	9.2

* After the completion of years four (4), eight (8), fifteen (15), and twenty-five (25) with LCCS, a lump sum of forty (40) vacation hours is allocated.

LETTER OF UNDERSTANDING
CASEWORKER LEVEL ADVANCEMENT

It is understood by the parties that any advancements in level (e.g., “A” to “B,” “B” to “C,” etc.) shall become effective at the beginning of the first pay period following presentation of an acceptable document verifying that the employee has obtained a Master’s Degree in Social Work and/or Social Work license.

LETTER OF UNDERSTANDING
RECOGNITION

This side agreement is intended to clarify the position of the Employer concerning the contracting out of services.

While the Employer reserves the right to continue to contract for services wherever that may be deemed appropriate, it will not do so in a manner which reduces the number of bargaining unit employees.

Contracted services will be utilized to augment the work of bargaining unit employees.

LETTER OF UNDERSTANDING
TRAUMATIC EVENTS

Lorain County Children Services and UAW Local #2192 do hereby agree to the following to address those unique circumstances when bargaining unit employees encounter case related traumatic events within the scope of their employment such as the death of a child, a hostage situation, etc.

Specifically, up to twenty-five (25) calendar days of administrative leave with pay will be available to the bargaining unit collectively per calendar year. Additional days may be approved at the sole and exclusive discretion of the Executive Director/designee. A bargaining unit employee who experiences a case related traumatic event will notify the Union Chairperson/designee to arrange for administrative leave with pay. The Union Chairperson/designee will confer with the supervisor of the employee/designee and if they determine that administrative leave is appropriate, the Union Chairperson/designee will notify the Human Resources Manager of the dates of leave, the involved employees, and the reason for the leave.

LETTER OF UNDERSTANDING
WORK PROCESSES

Lorain County Children Services and UAW Local #2192 do hereby agree that in the event that a major and material change is anticipated in the work processes, the Employer and Union will meet prior to implementation and discuss the changes including options for an implementation plan.

MEMORANDUM OF UNDERSTANDING
REIMBURSEMENT FOR LSW/LISW/LPCC/LPC EXAM AND RENEWAL

Effective in calendar year 2016, all bargaining unit employees who take and pass the LSW, LISW, LPCC, or LPC exam or renew their LSW, LISW, LPCC or LPC license biannually shall be reimbursed by the Employer for the cost of the exam and/or biannual license renewal.

LETTER OF UNDERSTANDING
SICK LEAVE FOR KINSHIP, FOSTER, OR ADOPTION

Lorain County Children Services and UAW Local #2192 do hereby agree that because one of the Agency's goals is to encourage kinship, foster or adoptive placements of children and that providing sick leave to bargaining unit members who are adopting, fostering, or providing kinship care encourages that goal.

To that end the parties agree that upon providing sufficient documentation to the Employer that a bargaining unit member is either adopting, fostering, or providing kinship care, that the bargaining unit member may request to use up to one hundred twenty (120) hours as "Kinship Hours".

The leave may only be used for foster, adoptive or kinship related matters. The leave must be used during the months preceding and following the placement to allow for adjustment of the child(ren). As such, the leave must be used within the time frame of one (1) month prior to the placement and six (6) months following the placement.

The parties agree that this agreement shall not extend an employee's FML leave entitlement and sick leave used shall be run concurrent with the employees FML leave if applicable.

LETTER OF UNDERSTANDING
ONE-TIME LUMP SUM PAYMENT - RETROACTIVE WAGES

Those employees who are actively employed as of August 13, 2022, shall be provided with a one-time lump sum payment covering the time period commencing the first full pay period in April 2022 through August 13, 2022 based upon their base rate of pay as of the beginning of the first full pay period in April 2022. The list of eligible employees appears as follows:

	EMPLOYEE NAME	AMOUNT
1.		
2.		
3.		
4.		
5.		
...		

Said payments shall be considered as earnable salary for Public Employees' Retirement System (PERS) purposes and shall be subject to all applicable deductions.

SIDE LETTER
LUMP SUM PAYMENT

The parties agree that full-time bargaining unit members on the payroll as of the date that such payment is issued will receive a lump sum payment in the amount of one thousand dollars (\$1,000). The payment will be issued within thirty (30) days of execution of the collective bargaining agreement.

Plus 4.5

2022

Range	Min	Max	Min Annual	Max Annual	Classification	Degree
2A	\$17.50	\$22.33	\$36,400.00	\$46,449.83		
2B	\$17.96	\$22.97	\$37,356.80	\$47,775.73		
2C	\$18.43	\$23.62	\$38,334.40	\$49,123.36		
3A	\$18.29	\$24.70	\$38,043.20	\$51,376.00	Clerk, Typist	
3B	\$18.78	\$25.15	\$39,062.40	\$52,312.00	Clerk, Typist	Associates
3C	\$19.28	\$25.86	\$40,102.40	\$53,788.80	Clerk, Typist	Bachelors
4A	\$18.76	\$25.90	\$39,020.80	\$53,872.00	Admin. Assistant; Receptionist	
4B	\$19.28	\$27.13	\$40,102.40	\$56,430.40	Admin. Assistant; Receptionist	Associates
4C	\$19.80	\$27.43	\$41,184.00	\$57,054.40	Admin. Assistant; Receptionist	Bachelors
4.5A	\$19.63	\$27.23	\$40,830.40	\$56,638.40	Account Clerk; Case Aide; Data Analyst; Receptionist	
4.5B	\$20.19	\$28.05	\$41,995.20	\$58,344.00	Account Clerk; Case Aide; Data Analyst; Receptionist	Associates
4.5C	\$20.77	\$28.89	\$43,201.60	\$60,091.20	Account Clerk; Case Aide; Data Analyst; Receptionist	Bachelors
5A	\$21.73	\$29.12	\$45,198.40	\$60,578.23	Caseworker 1	
5B	\$27.00	\$34.79	\$56,160.00	\$72,363.20	Caseworker 2	
5C	\$27.95	\$36.20	\$58,136.00	\$75,296.00	Caseworker 3	
5D	\$28.79	\$40.20	\$59,883.20	\$83,616.00	Caseworker 4	

2023

Range	Min	Max	Min Annual	Max Annual	Classification	Degree
2A	\$17.85	\$22.33	\$37,128.00	\$46,446.40		
2B	\$18.32	\$22.97	\$38,103.94	\$47,777.60		
2C	\$18.80	\$23.62	\$39,101.09	\$49,129.60		
3A	\$18.66	\$24.70	\$38,804.06	\$51,376.00	Clerk, Typist	
3B	\$19.16	\$25.15	\$39,843.65	\$52,312.00	Clerk, Typist	Associates
3C	\$19.67	\$25.86	\$40,904.45	\$53,788.80	Clerk, Typist	Bachelors
4A	\$19.14	\$25.90	\$39,801.22	\$53,872.00	Admin. Assistant; Receptionist	
4B	\$19.67	\$27.13	\$40,904.45	\$56,430.40	Admin. Assistant; Receptionist	Associates
4C	\$20.20	\$27.43	\$42,007.68	\$57,054.40	Admin. Assistant; Receptionist	Bachelors
4.5A	\$20.02	\$27.23	\$41,647.01	\$56,638.40	Account Clerk; Case Aide; Data Analyst; Receptionist	
4.5B	\$20.59	\$28.05	\$42,835.10	\$58,344.00	Account Clerk; Case Aide; Data Analyst; Receptionist	Associates
4.5C	\$21.19	\$28.89	\$44,065.63	\$60,091.20	Account Clerk; Case Aide; Data Analyst; Receptionist	Bachelors
5A	\$22.16	\$29.12	\$46,102.37	\$60,569.60	Caseworker 1	
5B	\$27.54	\$34.79	\$57,283.20	\$72,363.20	Caseworker 2	
5C	\$28.51	\$36.20	\$59,298.72	\$75,296.00	Caseworker 3	
5D	\$29.37	\$40.20	\$61,080.86	\$83,616.00	Caseworker 4	

2024

Range	Min	Max	Min Annual	Max Annual	Classification	Degree
2A	\$18.21	\$22.33	\$37,870.56	\$46,446.40		
2B	\$18.69	\$22.97	\$38,866.01	\$47,777.60		
2C	\$19.17	\$23.62	\$39,883.11	\$49,129.60		
3A	\$19.03	\$24.70	\$39,580.15	\$51,376.00	Clerk, Typist	
3B	\$19.54	\$25.15	\$40,640.52	\$52,312.00	Clerk, Typist	Associates
3C	\$20.06	\$25.86	\$41,722.54	\$53,788.80	Clerk, Typist	Bachelors
4A	\$19.52	\$25.90	\$40,597.24	\$53,872.00	Admin. Assistant; Receptionist	
4B	\$20.06	\$27.13	\$41,722.54	\$56,430.40	Admin. Assistant; Receptionist	Associates
4C	\$20.60	\$27.43	\$42,847.83	\$57,054.40	Admin. Assistant; Receptionist	Bachelors
4.5A	\$20.42	\$27.23	\$42,479.95	\$56,638.40	Account Clerk; Case Aide; Data Analyst; Receptionist	
4.5B	\$21.01	\$28.05	\$43,691.81	\$58,344.00	Account Clerk; Case Aide; Data Analyst; Receptionist	Associates
4.5C	\$21.61	\$28.89	\$44,946.94	\$60,091.20	Account Clerk; Case Aide; Data Analyst; Receptionist	Bachelors
5A	\$22.61	\$29.12	\$47,024.42	\$60,569.60	Caseworker 1	
5B	\$28.09	\$34.79	\$58,428.86	\$72,363.20	Caseworker 2	
5C	\$29.08	\$36.20	\$60,484.69	\$75,296.00	Caseworker 3	
5D	\$29.95	\$40.20	\$62,302.48	\$83,616.00	Caseworker 4	