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AGREEMENT

BETWEEN THE

LORAIN COUNTY
DOMESTIC RELATIONS COURT

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(IBT) LOCAL 336

EFFECTIVE UPON EXECUTION THROUGH
MARCH 1, 2014

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PREAMBLE

Section 1. This agreement, entered into by the Lorain County Domestic Relations Court, hereinafter referred to as the “Employer,” and the International Brotherhood of Teamsters, Local 336, 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 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.

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining so described in the certification of the State Employment Relations Board (SERB), in Case #07-REP-01-0013, June 8, 2007.

Included: All full-time and regular part-time employees, including Juvenile Detention Officer/Childcare Workers, Control Room Clerks and Hourly Supervisors at the Detention Homes, Pathway, Turning Point, and Stepping Stone locations.

Excluded: All salaried Supervisors, Clerical, Managerial, Professional, Maintenance, and Guards as defined in the Act.

The Employer shall not enter into any contract with employees covered by this agreement that is in conflict with any provisions of the agreement.

Section 1.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary employees, and other employees excluded by ORC 4117 shall not be included in the bargaining unit.

Section 1.3. Should new classifications be established within the agency which are not subject to the exclusions outlined in Section 1.2 above, the Employer shall notify the Union, and upon the written request of either party, the parties shall meet to discuss and attempt to reach an agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties fail to reach an agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC, and SERB rules and regulations. The determination of SERB shall be binding upon both parties.

ARTICLE 2 DUES CHECK-OFF

Section 2.1. The Employer and the Union agree that membership in the Union is available to all

employees occupying classifications as have been determined by this agreement to be appropriately within the unit.

Section 2.2. The Employer agrees to deduct periodic Union dues, initiation fees, and assessments from the pay of any employee eligible for membership in the bargaining unit, upon the individual employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the payroll officer of the unit in which the employee works. 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.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the payroll officer of the employing unit.

Section 2.3. 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 2.4. The Employer shall be relieved from making such "check-off" deductions upon: (1) termination of employment, or (2) transfer to a job other than one covered by the bargaining unit, or (3) layoff from work, or (4) an agreed leave of absence, or (5) revocation of the check-off authorization.

Section 2.5. 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 2.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in 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 for the duration of this agreement.

Section 2.7. Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deductions from the following pay period, if

the deduction does not exceed the total of two (2) month's regular dues from the pay of any Union member.

Section 2.8. Each eligible employee's written deduction authorization shall be honored by the Employer for the duration of this agreement, not to exceed a period of three (3) years, unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, at which point the deduction(s) 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 appropriate bargaining unit. All deductions shall cancel upon the termination date of this agreement, or unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

Section 2.9. A check in the aggregate amount of the total dues withheld from those employees authorizing a dues deduction shall be submitted to the Union within thirty (30) days of the date said deductions were made.

ARTICLE 3 **FAIR SHARE FEE**

Section 3.1. Provided the Union has a membership majority of fifty-one percent (51%) or more in the bargaining unit, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee. All new employees who do not become members within sixty (60) days following the beginning of their employment shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees of the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's Partisan Political or Ideological Expenditures Reduction Procedures.

Section 3.2. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 **DRIVE CONTRIBUTIONS**

Section 4.1. The Employer agrees to deduct periodic contributions to DRIVE, the Union's

political action committee, from the pay of any bargaining unit employee who voluntarily signs and submits a written deduction authorization form. The employee will sign the deduction authorization form which will be provided by the Union, and will submit the form and one (1) copy to the Court Administrator or his designee. The Court Administrator or designee will forward both the authorization form and the copy to the County Auditor's Office. Upon receipt of the signed authorization form, the Auditor will deduct the contributions from the payroll check for the pay period following the pay period in which the authorization was received, and in which DRIVE deductions are normally deducted by the Employer.

Section 4.2. 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 contributions are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.3. The Employer shall be relieved from making DRIVE deductions upon: (1) the employee's termination of employment, or (2) the employee's transfer to a job other than one covered by the bargaining unit, or (3) the employee's layoff from work, or (4) an approved leave of absence of the employee, or (5) the employee's revocation of the authorization.

Section 4.4. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of DRIVE deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in the next pay period that DRIVE contributions are normally deducted, by deducting the proper amount from the pay of the employee to correct said error.

Section 4.5. DRIVE deductions are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event an authorized deduction is not made during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction the following pay period.

Section 4.6. Each eligible employee's written DRIVE deduction authorization shall be honored by the Employer for the duration of this agreement, not to exceed a period of three (3) years, unless the employee certifies, in writing, that the authorization has been revoked, at which point the deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union. All DRIVE deductions shall cancel upon the termination date of this agreement, unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

Section 4.7. A check in the aggregate amount of the DRIVE contributions withheld from those employees authorizing such deductions shall be submitted to the Union within thirty (30) days of the date said deductions are made.

ARTICLE 5
CREDIT UNION

Section 5.1. Upon receiving specific written authorization from a bargaining unit employee, the Employer agrees to make bi-weekly deductions from the earnings of the employee in the amount specified in the authorization and to submit, by way of direct deposit, such amount to the account the employee has established with the Ohio Teamsters Credit Union, Inc.

Section 5.2. Any bargaining unit employee who wishes to have funds directly deposited into his account with the Ohio Teamsters Credit Union, Inc., must provide the Employer, or the Lorain County Auditor's Office, with all information necessary to effectuate such direct deposit of funds.

ARTICLE 6
PLEDGE AGAINST COERCION

Section 6.1. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 6.2. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 6.3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct or supervise, evaluate, or hire employees;

- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, discharge, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. determine the adequacy of the work force;
- G. determine the overall mission of the Employer as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the mission of the public employer as a governmental unit.

Section 7.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement shall remain the function of the Employer.

Section 7.3. The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this agreement.

ARTICLE 8

UNION REPRESENTATION

Section 8.1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. Each steward may have an alternate steward, to act as a steward in the absence of the regular steward.

Section 8.2. The Union shall designate the jurisdictional areas for the stewards, and shall notify the Employer, in writing, of the names of the stewards and their respective jurisdictional areas before being recognized by the Employer. Stewards designated by the Union shall only operate within their respective jurisdictional area. The Union shall notify the Employer, in writing, regarding any changes in the identity of stewards.

Section 8.3. The Union stewards and alternate stewards may conduct appropriate Union business as defined herein.

For purposes of this article, appropriate Union 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 conference where the affected employee requests such representation;

- C. attendance at meetings between the Union and the Employer where their attendance is requested.

Stewards shall be permitted reasonable time off with pay to conduct representative's business as defined above, subject to the restriction set forth in Section 8.4 herein.

When such meetings are scheduled outside of normal working hours, the employee shall not be compensated for such time.

Section 8.4. Rules governing the activity of the Local Union steward and alternate are as follows:

- A. The steward or alternate must obtain, in advance, authorization from his immediate supervisor before beginning Union activities.
- B. The steward or alternate shall identify the reason for the request at the time Union activity time is requested.
- C. The steward or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- D. The steward or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the steward's or alternate's immediate supervisor.
- E. Failure to comply with such order may result in disciplinary action if it is found that the Union steward or alternate is abusing the rules of this section.

Section 8.5. Prior to leaving the assigned work area, the Union steward, officer, or representative shall be required to complete the Union Representative Time Form (Appendix B). Said form shall be furnished by the Employer and shall be obtained from the supervisor.

Section 8.6. Business agents and acting business agents for the Union may be permitted on the premises to confer with Union members during regular office hours of the Employer, with the knowledge of the Employer, provided further that no interruption in operations will be caused.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 9.2. A grievance under this procedure may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance.

Section 9.3. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 9.4. The written grievance shall state, on the grievance form, the specific articles and paragraphs of the agreement alleged to have been violated, the date of the alleged violation, an explanation of the facts, and the relief requested.

Section 9.5. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union/grievant; working days as used in this article shall not include Saturdays, Sundays, or holidays.

Section 9.6. Each grievance shall be processed in the following manner:

Step 1 — Immediate Supervisor

The aggrieved employee(s), with the Union steward, if requested, shall present the grievance and four (4) copies to his immediate supervisor within five (5) working days following the occurrence, or within five (5) working days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. However, no grievance will be considered if filed later than fifteen (15) calendar days after the occurrence of the incident giving rise to the grievance. The immediate supervisor may schedule a meeting within three (3) working days of receipt of the grievance, with the aggrieved employee and any witnesses/personnel the parties consider necessary to arrive at an answer. The immediate supervisor shall within five (5) working days of receipt of the written grievance or any Step 1 meeting, if applicable, respond in writing on the original and all copies. The original and three (3) copies shall be returned to the grievant. Nothing herein shall be construed to preclude the parties from informally discussing a matter prior to a grievance being filed.

Step 2 — Superintendent/Administrative Service Coordinator

Should the grievant not be satisfied with the answer he received in Step 1, within three (3) working days after his receipt thereof, he may carry or have his steward carry the grievance in an original and three (3) copies to the Superintendent/Administrative Service Coordinator or designee.

The Superintendent/Administrative Service Coordinator or designee shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee and his steward, as well as the supervisor, and any witnesses/personnel the parties deem appropriate. The Superintendent/Administrative Service Coordinator or designee shall give his answer to the aggrieved employee, in writing, within seven (7) working days after such conference, and return the original and two (2) copies to the grievant and one (1) copy to the steward. In those areas

where the grievant's immediate supervisor and the Superintendent/Administrative Service Coordinator are the same person, the grievant may proceed to Step 3 of this grievance procedure without going through Step 2.

Step 3 — Director

Should the grievant not be satisfied with the answer he received in Step 2, within three (3) working days after his receipt thereof, he may carry or have his steward carry the grievance in an original and three (3) copies to the Director or designee.

The Director or designee shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee and his steward, as well as the supervisor, and any witnesses/personnel the parties deem appropriate. The Director or designee shall give his answer to the aggrieved employee, in writing, within seven (7) working days after such conference, and return the original and two (2) copies to the grievant and one (1) copy to the steward. In those areas where the grievant's immediate supervisor and the Director are the same person, the grievant may proceed to Step 4 of this grievance procedure without going through Step 3.

Step 4 – Court Administrator

Should the grievant not be satisfied with the written answer he received in Step 3, within three (3) working days after his receipt thereof, he may submit or have his steward submit the original of the grievance form and two (2) copies to the Court Administrator or designee. The Court Administrator or designee shall, within seven (7) working days of the receipt of the appeal, meet with the aggrieved employee, the Business Agent of Local Union #336 IBT, and the appropriate unit steward, as well as the supervisor, Superintendent, Administrative Service Coordinator, Director, and any witnesses/personnel the parties consider necessary to arrive at an answer. The Court Administrator /designee shall respond to the grievance within twelve (12) working days after the hearing, and send a copy of the answer to the Steward and the Business Agent of Local #336. Notwithstanding the other provisions above, grievances involving suspension or discharge may be filed directly at Step 4, and shall be filed within five (5) calendar days of the issuance of the disciplinary notice.

Step 5 — Arbitration

If the grievance has been properly processed and is not satisfactorily resolved at Step 4, the Union will notify the Court Administrator, in writing, within ten (10) days of the Step 4 response that the grievance will be submitted to arbitration. The only exception is that any grievance involving the removal of an employee may be appealed only to a visiting Judge who will be selected by the parties from the panel of visiting Judges that appears in Appendix C. The Union and the Employer will alternately strike the list until one (1) name remains. A grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. The arbitrator shall be mutually selected by the parties within seven (7) days after notice of arbitration has been submitted. If the parties fail to select an arbitrator, the American Arbitration Association (AAA) shall be requested by the Union to provide a panel fifteen

(15) arbitrators. 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.

B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law.
3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this agreement.
4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except as such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of right set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits.

D. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Court Administrator, the Employer's representative, the Business Agent, and the grievant. The decision of the arbitrator shall be final and

binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.

- E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. Should the decision of the arbitrator not affirm the position of either party and represent a “split decision,” the cost of the arbitration shall be equally borne by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

Section 9.7. — Visiting Judge.

- A. A visiting Judge will limit his decision as to whether the grievance was timely filed and processed, if such issue is raised, whether or not the employee is guilty of the alleged misconduct, whether the removal of the employee is to be affirmed or disaffirmed, or whether the discipline is to be modified and whether the employee is to be made whole. However, if the misconduct involves the abuse of a juvenile, and the visiting Judge agrees that abuse did take place, the visiting Judge shall not be permitted to disaffirm or modify the termination.
- B. The decision of the visiting Judge shall be in writing and sent to the Court Administrator, the Employer’s representative, the Business Agent, and the grievant. The decision of the visiting Judge shall be final and binding upon the parties, and the visiting Judge shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.
- C. The cost of the services of the visiting Judge, the cost of any proofs produced at the direction of the visiting Judge, the fee of the visiting Judge, and rent, if any, for the hearing rooms, shall be borne by the losing party. Should the decision of the visiting Judge not affirm the position of either party and represent a “split decision,” the cost of the visiting Judge shall be equally borne by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

Section 9.8. When an employee covered by this agreement represents himself in a grievance, in accordance with the provision set forth in Section 9.2 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provisions of this agreement. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claim by the employee. The employee must represent himself and shall be prohibited from utilizing legal counsel.

Section 9.9. The Employer and the Union will develop jointly a grievance form, which shall provide the information as outlined in Section 9.4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms/grievances.

Section 9.10. The Employer will provide a copy of all grievances to the steward of the local as soon as practicable following receipt.

ARTICLE 10
CORRECTIVE ACTION

Section 10.1. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy and this article. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of work performance.

The steps of progressive discipline for minor offenses will be as follows:

First Offense	Instruction and cautioning
Second Offense	Written reprimand
Third Offense	Up to 3 day suspension without pay, or working suspension with pay, or combination of the two
Fourth Offense	Up to 5 day suspension without pay, or working suspension with pay, or combination of the two
Fifth Offense	Up to and including termination

Section 10.2. Whenever an employee is found guilty of serious misconduct, he shall be subject to discipline, up to and including immediate termination. Serious misconduct includes but is not limited to the following:

- A. Any deliberate, unsolicited, unwanted, and unwelcome sexual overture, or the creation of an intimidating, hostile, or offensive working environment through verbal or physical conduct of a sexual nature.
- B. Threatening, intimidating, fighting, or coercing other staff, clients, or members of the public.
- C. Engaging in any verbal or physical behavior that is derogatory with respect to the nationality, sex, race, or religion of another.
- D. Possessing or bringing an explosive, firearm, or any illegal weapon onto Court/County property.
- E. Possessing, using, selling, or being under the influence of alcohol or an illegal drug during work hours.
- F. Insubordination, i.e., willful disobedience of an order given by a supervisor.

- G. Sleeping on duty.
- H. Verbally abusing a client, employee, jurist, or any person having business dealings with the Court.
- I. Theft or misuse of Court/County property.
- J. Intentionally destroying Court/County property.
- K. Downloading of non pre-approved software into a work computer.
- L. Falsification of any Court/County Property.
- M. Conviction of a crime.
- N. Failure to report arrest for any offense within seventy-two (72) hours, except when a twenty-four (24) hour notice must be given in writing due to licensure requirements.
- O. Divulging confidential information to unauthorized persons, including information regarding fellow employees, and the codes to the door, copy and fax machines.
- P. Failure to complete all required training.
- Q. Any act of dishonesty including, for example, the withholding of Employer's money or any fraudulent alteration or falsification of records, or stealing property of the Employer.
- R. Punching a time card or ringing a time clock for any other employee, with the obvious attempt to defraud the Employer.
- S. Defacing Union or Employer literature on bulletin boards.
- T. Forging an employee's name on a job bid.

Section 10.3. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall establish the predisciplinary conference procedures. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. An employee may also elect, in writing, to waive the opportunity to a predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

Section 10.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance, in accordance with the grievance procedure contained in this agreement.

Section 10.5. Discipline for a minor offense shall cease to have force and effect twelve (12) months after its effective date. All other records of disciplinary action shall cease to have force and effect eighteen (18) months after its effective date.

ARTICLE 11
TARDINESS AND ABSENTEEISM

Section 11.1. The purpose of this article is to ensure bargaining unit employees report to work in a timely manner, do not attempt to take time off for sick leave purposes when sick leave is not available, and do not attempt to abuse or improperly utilize sick leave. The purpose of this article is also to ensure employees understand the penalty that will be imposed for violations of this article.

A. Late

For the purpose of this article, “late” is defined as any situation where an employee reports to work after his scheduled starting time, but not more than seven (7) minutes after such time.

B. Tardy

For the purpose of this article, “tardy” is defined as any situation where an employee reports to work more than seven (7) minutes after his scheduled starting time. If an employee fails to call in that he will be tardy, is thirty (30) minutes or more late, and another employee has already been called in to cover for the tardy employee, the tardy employee will not be permitted to clock in until the employee who was called in works the four (4) hours he is to receive in accordance with the article on Report and Call In Pay. The tardy employee will not be permitted to use vacation or sick leave to cover this period of time.

C. Unexcused Absence

For the purpose of this article, “unexcused absence” is when an employee calls to report off for sick leave purposes but has no available sick leave on the books. An unexcused absence shall not exceed a period of one (1) shift. Each incident involving more than one (1) shift will be considered a separate violation.

Section 11.2.

A. Following is the progression of points to be imposed for violations of this article:

- Each time an employee is late, he will receive one-half (.5) point.
- Each time an employee is tardy, he will receive one (1) point.
- Each time an employee commits an unexcused absence, he will receive two (2) points.

B. Following is the progression of discipline to be imposed for violations of this article:

- If an employee accumulates three (3) points, he will receive instruction and cautioning.
- If an employee accumulates five (5) points, he will receive a written reprimand.
- If an employee accumulates six (6) points, he will receive a three (3) day working suspension with pay.
- If an employee accumulates seven (7) points, he will receive a five (5) day working suspension with pay:
- If an employee accumulates ten plus (10+) points, he will be terminated.

Section 11.3. The purpose of this section is to address employees who are AWOL.

A. AWOL

For the purpose of this article, AWOL is defined as any situation where an employee is a no call/no show for his scheduled shift. Each non-consecutive shift for which an employee is AWOL shall count as a separate occurrence. If an employee is AWOL for a consecutive shift (i.e., a double), it shall count as only one AWOL.

- B. An employee who is AWOL shall receive written notification by the Employer of the consequences of a second AWOL.
- C. An employee who is AWOL a second time in a twelve (12) month period shall be terminated.

Section 11.4. Incidents of late, tardy, and unexcused absence, are accumulative and each incident shall remain in effect for a twelve (12) month period.

ARTICLE 12 **SENIORITY**

Section 12.1. For the purpose of this agreement, seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer.

Section 12.2. Seniority shall terminate:

- A. if an employee is discharged and the discharge is not reversed through the grievance procedure;
- B. if the employee voluntarily quits;
- C. if the employee retires;

- D. if the employee is absent without leave for three (3) consecutive workdays or more or fails to timely return from an approved leave of absence and fails to provide an acceptable reason for the absence or failure to return from leave in a timely manner;
- E. If an employee is on a leave of absence for reasons other than those provided for by this agreement, or for reason(s) other than that for which the leave was originally approved.

Section 12.3. In the event of a layoff, employees will continue to retain and accrue seniority for a period of one (1) year from the effective date of the layoff.

Section 12.4. The Employer shall prepare a seniority list by classifications, copies of which shall be posted on the bulletin boards and a copy of which shall be given to the Union. Said seniority list shall be brought up to date at least every six (6) months. Any employee whose listing is erroneous must bring it to the Employer's attention within ten (10) days after the list is posted. If he fails to do so, the list shall be deemed correct as of the posted date.

Section 12.5. Where two (2) or more employees are hired the same day, their relative seniority will be determined by the alphabetical spelling of their last name ("A" first, "Z" last) on the date of hire.

Section 12.6. The parties agree that any employee promoted to a non-bargaining unit position who is returned to the bargaining unit within one (1) year of the promotion shall not forfeit any of his seniority.

ARTICLE 13 JOB BIDDING

Section 13.1. Whenever the Employer determines that a vacancy or newly created position exists, a notice of such opportunity shall be posted on the Employer's bulletin board in all facilities for a period of a minimum of five (5) workdays. Applications will be considered initially from internal applicants within the same classification, then from internal candidates from other classifications, and thereafter, if no qualified applicants exist as determined by the Employer, from external applicants. During the posting period, anyone wishing to apply for the opportunity shall do so by submitting a written application or bid slip to the Employer. The Employer shall not consider applications submitted after the posting period has expired, or applicants who do not meet the minimum qualifications for the job.

Section 13.2. Postings shall contain the opening and closing date for application, the classification title, rate of pay, the minimum educational and desired qualifications for the job, a brief summary of job duties, the shift, and the facility of the position.

Section 13.3. It is the policy of the Employer to fill promotional opportunities from within provided qualified internal applicants exist as determined by the Employer. Consideration will be given to those employees who have completed the required service in their current position and have continued to demonstrate satisfactory performance.

Newly hired employees will not be eligible until they have completed one (1) year of service in their current position. A newly promoted employee shall not be eligible for further promotions until he has completed six (6) months of service in his current position unless:

- A. the employee's job is being eliminated; or
- B. there are no other qualified internal candidates. In these situations, the employee may be considered along with external applicants.

Section 13.4. Every qualified applicant will be considered for promotional opportunities or newly created positions utilizing the following criteria:

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

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

Section 13.5. If two (2) or more employees are substantially equal in meeting the criteria outlined in Section 13.4 above, then seniority based upon accumulated length of service with the agency shall govern in the awarding of the position.

Section 13.6. Applicants not qualified and qualified applicants not selected will be notified of the Employer's decision as soon as feasible after the selected applicant's acceptance.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. In the event that the Employer determines that layoffs within the bargaining unit are necessary, prior to the implementation of the layoff, the Employer will meet with the Union for the purpose of discussing the impact of the layoff, and to attempt to resolve other matters applicable to the layoff of bargaining unit members.

Section 14.2. The Employer shall determine in which classifications layoffs will occur. Part-time employees in the affected classifications will be laid off prior to full-time employees in the

affected classifications. Layoffs of part-time bargaining unit employees will be by classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of part-time employees that are to be laid off. Layoffs of full-time bargaining unit employees will also be by classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of full-time employees that are to be laid off. Notice to the Employer to bump into another classification (in accordance with Section 14.3 herein), must be submitted within five (5) calendar days of the date of the notice of layoff.

The Employer will not challenge the unemployment compensation benefits of any full-time employee who elects not to bump into a part-time position.

Section 14.3. Provided that employees scheduled to be laid off or bumped have the ability to perform the work, they may exercise seniority to displace other bargaining unit employees as follows:

- A. the least senior employee in the classification;
- B. the least senior employee in a lower classification in the same classification series;
- C. part-time employees may only bump other part-time employees;
- D. full-time employees may bump both part-time and other full-time employees.

Section 14.4. When employees are laid off, the Employer shall create a recall list for laid off part-time employees in the classification and a list for laid off full-time employees in the classification. The Employer shall first recall full-time employees according to seniority, beginning with the most senior full-time employee in the classification and progressing to the least senior full-time employee up to the number of full-time employees to be recalled. Then the Employer will follow the same process when the decision is made to recall part-time employees. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working or the facility where they were working when laid off.

Section 14.5. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The 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 14.6. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the final due date of response to recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. (For purposes of this section, receipt will be deemed to have occurred three (3) calendar days after mailing of the notice.)

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours. The work week will commence at 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday. The work day for a full-time employee may include a meal period which shall be scheduled by the Employer and shall not exceed one-half (1/2) hour in length. If a full-time employee is able to receive a meal period, there is no guarantee such will be uninterrupted. Any meal period a full-time employee receives will be compensated as part of the employee's normal work day (no pay will be lost when a full-time employee is able to take an approved meal period).

Section 15.2. When an employee is required by the Employer to work more than forty (40) hours in any calendar week, he shall be compensated for such time over forty (40) hours at one and one-half (1 1/2) times his regular rate of pay. There shall be no pyramiding of overtime.

Section 15.3. Assignment and Equalization of Overtime Opportunity. The Employer shall determine the need for overtime, whether scheduled or unscheduled.

- A. **Scheduled Overtime.** The employees who will work scheduled overtime shall be determined as follows:
1. The Employer shall first offer the overtime to qualified employees assigned to the affected unit or facility on a rotating voluntary basis based on seniority and shall offer the overtime to the employee who is next in the rotation.
 2. An employee who refuses voluntary overtime or cannot be contacted shall be credited as if he had worked the overtime.
 3. If there are no qualified volunteers, the least senior qualified employee assigned to the affected unit or facility shall be mandated to perform the work in question.
- B. **Unscheduled Overtime.** The Employer shall provide the opportunity to work unscheduled overtime on a rotating basis based on seniority to employees on the outgoing shift who are qualified and assigned to the affected unit or facility. However, the least senior qualified employee assigned to the affected unit or facility shall be mandated to perform the work if there are no volunteers.
- C. A record of overtime worked by each employee shall be recorded by the unit manager and posted in each work unit on a monthly basis.

Section 15.4. Scheduled Days Off. Whenever possible, the Employer will try to schedule employees so as to provide two (2) consecutive days off during the work week.

Section 15.5. Split Shifts. The Employer agrees not to compel full-time bargaining unit employees to work split shifts.

ARTICLE 16
TIME CLOCKS

Section 16.1. Time clocks and cards shall be handled in accordance with the Employer's policies or work rules.

Section 16.2. If a Union steward, business representative, or other Union official has the need to examine the time card of a bargaining unit member, he must first contact the Director of Residential Services and make arrangements to examine such card.

ARTICLE 17
FLEX TIME

Section 17.1. A bargaining unit employee may be permitted to flex his hours within the work week. If an employee wishes to flex his work hours, he must receive the advanced approval of the Employer.

ARTICLE 18
REPORT AND CALL IN PAY

Section 18.1. An employee who reports for work at his scheduled starting time and who has not been advised by the Employer not to report shall be guaranteed at least four (4) hours of work at the applicable rate of pay.

Section 18.2. An employee called back to work by the Employer at a time that does not abut the employee's scheduled shift shall be guaranteed at least four (4) hours of work at the applicable rate of pay. The guarantee of four (4) hours does not, however, apply if the employee is called back to correct his own error or to complete an unfinished work assignment.

Section 18.3. An employee who is required by the Employer to work beyond his regular shift, or who is called in to work earlier than his scheduled starting time and such time abuts his shift, shall be paid for the time actually worked, at the applicable rate of pay.

ARTICLE 19
ON-CALL PAY

Section 19.1. Whenever the Employer designates an employee as "on-call," such employee will receive compensation only for the on-call time that is overly restrictive and predominantly for the Employer's benefit, pursuant to the Fair Labor Standards Act.

Section 19.2. Whenever an employee is on-call, as described above, such time will be considered compensable time and will be paid at the appropriate straight time or overtime rate.

ARTICLE 20
TRADING TIME

Section 20.1. Two (2) bargaining unit employees who are in the same job classification and work at the same location may trade shifts in accordance with the following conditions:

- A. The trade will not impose any additional costs upon the Employer;
- B. The trade is done voluntarily by the two (2) employees;
- C. The trade is approved in advance by the Employer (the request must be in writing);
- D. The traded hours worked shall be excluded in the calculation of overtime; and
- E. Each employee will be credited as if he had worked his scheduled shift.

Section 20.2. Trading time day vacation requests must be submitted and approved at least seven (7) calendar days prior to the requested day off. The Employer may waive the notice if, in the opinion of the Employer, it does not create an operational hardship on the Employer.

ARTICLE 21
INCLEMENT WEATHER

Section 21.1. Due to the nature of the work performed by the bargaining unit, the parties recognize that those days declared as calamity days by the Lorain County Domestic Relations Court are not applicable to the bargaining unit. Whenever the Court closes due to a calamity day, including any closure on Saturdays or Sundays, those bargaining unit employees who work on such day shall be permitted to take off an amount of time that is equal to the amount of time the employee worked on the day the Court was closed. Such time shall be taken within ninety (90) days and at a time mutually agreeable to the employee and the Employer.

Section 21.2. If an employee arrives after his scheduled starting time on a calamity day, he will be permitted to take available vacation time to cover the period of the absence. Any employee who fails to come to work on a calamity day will be granted an unpaid leave of absence.

ARTICLE 22
UNION BULLETIN BOARDS

Section 22.1. The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of each work facility where employees have access to it for use by the Union.

Section 22.2. All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during nonworking time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;

- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. publication, rulings, or policies of the Union.

All other notices of any kind not covered in “A” through “G” above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 23

NO STRIKE/NO LOCKOUT

Section 23.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Lorain County. Therefore:

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

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

the employees fail to comply with such notice, the Employer shall have the option of seeking appropriate legal remedies.

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

Section 23.2. 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 23.1 above.

Section 23.3. 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 24 **LABOR/MANAGEMENT MEETINGS**

Section 24.1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, in the months of March, June, September, and December, the Employer and/or his designee(s) shall meet with not more than four (4) employee Union representatives and up to two (2) non-employee representatives, if desired, to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. The specific date and time of the next meeting will be determined by the parties prior to the conclusion of each meeting.

Section 24.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. discuss the administration of this agreement;
- B. discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. consider and discuss health and safety matters relating to employees; and

G. consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

Section 24.3. Whenever the purpose of a labor/management meeting is to discuss matters identified in Section 24.2(B) and/or 24.2(G) above, the Union business agent shall be notified at least five (5) working days in advance of the scheduled meeting.

Section 24.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 24.5. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay.

ARTICLE 25

RULES AND REGULATIONS

Section 25.1. The Employer agrees that, as of the date of the execution of this agreement, any rules or 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 25.2. Should work rules be established during the term of this agreement, the Employer agrees to meet with the Union and discuss said rules prior to implementation.

Section 25.3. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements change, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies, and/or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.

Section 25.4. All rules established in accordance with Section 25.2 above shall be circulated among all employees and posted on department bulletin boards for a period of three (3) working days. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure, will be read and understood. Refusal by an employee to sign said acknowledgement shall be grounds for disciplinary action.

Section 25.5. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee's supervisor and/or the safety officer, or by the use of outside vendors for the conduct of awareness training.

Section 25.6. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

ARTICLE 26

DRUG AND ALCOHOL POLICY

Section 26.1. The Union agrees that the Employer has the right to require employees to undergo

reasonable suspicion testing for alcohol, drugs, and substance abuse, and testing for infectious diseases. Such testing shall be done in accordance with the Employer's policies and this agreement.

Section 26.2. Any employee, while on duty, who tests positive for alcohol or for a drug that is not legally prescribed to such employee will have one (1) opportunity to receive treatment. The Employer will have the right to conduct unannounced follow-up testing on the employee for twelve (12) months after the employee successfully completes his treatment. Any employee, while on duty, who tests positive a second time during his employment shall be terminated.

Section 26.3. Any employee, while on duty, who is discovered using alcohol or a drug that is not legally prescribed to such employee, shall be terminated.

Section 26.4. Nothing in this article shall be construed as a limitation on the Employer's right to conduct random drug and alcohol testing on any employee whose position is determined to be safety sensitive.

ARTICLE 27

HEALTH AND SAFETY

Section 27.1. General Duty. Occupational health and safety are the mutual concern of the Employer, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall immediately report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable state safety laws, rules, and regulations and Employer rules and regulations.

Section 27.2. Hepatitis B Shots. The Employer agrees to provide Hepatitis B shots to any residential services employee who requests such shot.

Section 27.3. Safety Equipment. The Employer agrees to provide safety equipment and accessories that are required by law or deemed necessary by the Director of Residential Services. Such equipment and accessories shall remain the property of the Employer.

Section 27.4. Unsafe Conditions. All employees shall report unsafe working conditions to their immediate supervisor. Unsafe working conditions refer, but are not limited to, buildings, tools, and equipment. Employees are also required to report any work-related injuries they incur to their immediate supervisor by the end of the shift in which the injury occurs.

Section 27.5. When known, the Employer agrees to advise employees of the medical conditions and precaution designations of residents and visitors in order to reduce the risk of infection and communicable disease. Such disclosure shall be subject to and limited by the resident's rights to confidentiality and to applicable state and federal law.

Section 27.6. When known, and to the extent required by state or federal law, employees will notify the Director of Residential Services of any medical or physical condition which provides a risk of infection or transmission to residents or co-workers.

Section 27.7. The Safety Committee shall consist of the Employer's designated Safety Officer, two (2) additional Employer appointees, and three (3) bargaining unit members appointed by the Union. The Union shall provide to the Employer a list of its appointees.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review health and safety complaints and make recommendations for corrective action.
2. Review incident reports of work-related incidents and/or accidents which involve damage to equipment and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
3. Recommend health and safety training programs and amendments, modifications, or additions to health and safety policies and procedures.
4. Make such recommendations as it deems necessary regarding safe work practices and methods, equipment, tools, and facilities.

ARTICLE 28 **STAFF TRAINING**

Section 28.1. A bargaining unit employee shall be required to attend all training that is mandated for his position by the Employer or the State of Ohio. The Employer agrees to offer mandated training in four (4) hour blocks. In the event that the training does not last the entire four (4) hours, employees must work the balance of the four (4) hours or may elect to leave at the completion of the training period and will be paid by rounding up to the nearest whole hour.

Section 28.2. The Employer further agrees to disseminate information on relevant non-mandated training opportunities as soon as reasonably possible after such information is received by the Employer.

Section 28.3. The parties agree to continue to discuss ways to improve staff training at labor/management meetings (see Article 24).

ARTICLE 29 **TRIAL PERIOD**

Section 29.1. Newly hired bargaining unit employees shall complete a trial period of one hundred eighty (180) days. A newly hired employee in a trial period may be discharged for any reason and such discharge shall not be grievable. Upon successful completion of the initial trial period, the employee will receive all rights contained herein.

Section 29.2. A newly promoted bargaining unit employee shall complete a trial period of thirty (30) days in his new classification. If during this trial period the Employer determines the

employee's performance is not satisfactory, the employee shall be returned to his previous classification and such promotional failure shall not be grievable.

ARTICLE 30
VACATION

Section 30.1. Full-time and part-time bargaining unit employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. However, part-time employees earn vacation on a prorated basis. The amount of vacation leave to which a full-time employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
less than 1 year	none
1 year but less than 8 years	80
8 years but less than 15 years	120
15 years but less than 25 years	160
25 years or more	200

Section 30.2. For the purpose of vacation accrual, "length of service" shall include time employed by the Court and time employed by any political subdivision of the State of Ohio.

Section 30.3. Vacation for full-time employees is credited each bi-weekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.08 hours
120 hours	4.62 hours
160 hours	6.15 hours
200 hours	7.7 hours

Section 30.4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of service with the Court. For purposes of this article, one (1) year of service shall be computed on the basis of twenty-six (26) pay periods.

Section 30.5. Scheduling. Employees may take their vacation during the calendar year at a time mutually convenient to the employee and the Court. Employees will be given an opportunity to indicate their vacation leave preferences on a form provided by the Court. Vacation time will not be authorized until it has been accrued. Employees must submit their request directly to their supervisor and will be notified upon approval or denial of the request.

Section 30.6. Maximum Accrual. Employees are permitted to accumulate a maximum of one and one-half (1.5) times the annual accrual rate the employee is currently subject to earning. Such shall be determined every December 31. Vacation hours exceeding the allowable amount will be reduced to the maximum level on December 31, with no compensation provided.

Section 30.7. Days specified as “holidays” in this agreement shall not be charged to an employee’s vacation leave.

Section 30.8. Upon separation from employment, the employee will be paid for his accumulated vacation hours. In case of the death of an employee, the allowable accrued vacation leave will be paid in accordance with Chapter 2113.04 of the Ohio Revised Code, or to the employee’s estate.

Section 30.9. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 325.19.

ARTICLE 31
HOLIDAYS

Section 31.1. Full-time employees shall be entitled to the following paid holidays:

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

Part-time employees shall be entitled to paid holidays in accordance with Section 31.6 of this article.

Section 31.2. In the event any of the aforementioned holidays fall on Saturday, for those employees who work Monday through Friday (non-continuous operations personnel), the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, for non-continuous operations personnel, the Monday immediately succeeding shall be observed as the holiday.

Section 31.3. If an employee's work schedule is other than Monday through Friday (continuous operations personnel), he is entitled to holiday pay for the day on which the holiday actually falls.

Section 31.4. If a full-time employee is required to work on any one of the days identified in Section 31.1 of this article, said employee shall be paid one and one-half (1 1/2) times his rate plus straight time holiday earnings. If a part-time employee is required to work on any one of

the days identified in Section 31.1 of this article, said employee shall be paid one and one-half (1 1/2) times his hourly rate.

Section 31.5. Whenever an employee is required to work on a holiday identified in Section 31.1 of this article, said employee shall not be afforded the opportunity to request compensatory time.

Section 31.6. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 31.1 above when no work is performed on such holidays. Part-time employees will receive straight time pay for the number of hours they would have normally worked on a holiday when no work is performed on such holiday. However, if a part-time employee is not normally scheduled to work on one (1) of the holidays listed in Section 31.1, he is not entitled to holiday pay.

Section 31.7. In order to be eligible for both the hourly rate and the holiday rate, the employee must work his last scheduled day preceding the holiday and the first scheduled day following the holiday. Any employee who fails to work the last scheduled day prior to the holiday or the first scheduled day following the holiday shall be paid his straight time hourly rate for all hours worked on the holiday. If an employee is scheduled to work on a holiday but fails to report to work, the employee shall receive no pay for the holiday.

Section 31.8. If a full-time employee chooses to convert one (1) or more of the holidays listed in Section 31.1 to floating holidays during the following calendar year, he must notify the Court Administrator/designee in writing by December 1. If a full-time employee converts a holiday to a floating holiday, he will receive straight time pay if he is scheduled to work on such holiday. For example, if an employee elects to convert Presidents' Day to a floating holiday, he will receive straight time pay for all hours he works on the 3rd Monday of February. He will not be entitled to receive the compensation defined in Section 31.4, which applies to an employee who chooses not to float the holiday.

The floating holiday will not be available to the employee until the date of the actual holiday passes. For example, if an employee elects to convert Presidents' Day to a floating holiday, such day will not be available to him to use until after the 3rd Monday of February.

Paid floating holidays shall be used in minimum increments of eight (8) hours, and must be used or converted to cash payment within one (1) year of being earned. In order to receive time off, the employee must submit a written request in advance of the desired time off to the Employer. The approval of such time off will be based upon the operational needs of the Employer.

Section 31.9. Prior to the first pay day in December, any full-time employee who has not taken all of his earned floating holidays may notify the Court Administrator, in writing, that he wishes to convert his unused floating holidays to cash payment at the full value of such remaining time. Any floating holidays that an employee does not use or does not convert to cash payment within one (1) year of being earned will automatically be converted to sick leave. Any employee who retires or separates in good standing will receive payment at the full value for any floating holiday balance he has at the time of his retirement or separation. (This benefit is only available to employees who have completed their trial period.)

Section 31.10. In addition to the holidays enumerated in Section 31.1 of this article, any day passed by legislation may be recognized as a holiday at the discretion of the Employer.

Section 31.11. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the holiday provisions of Revised Code 325.19.

ARTICLE 32 **SICK LEAVE**

Section 32.1. Sick Leave Accumulation. Following the successful completion of the probationary period, each full-time employee shall accumulate up to fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 hours per eighty (80) hours of straight time pay. Pay for sick leave shall be at the employee's regular straight time hourly rate. An employee may transfer the accumulated but unused sick leave balance earned with another public agency to the Court, provided his employment with the Court takes place within ten (10) years of the date the employee was last separated from public service. For the purpose of this article, "public agency" shall mean agencies of the state, counties, municipalities, civil service townships, and boards of education.

Section 32.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 32.3. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family.
 2. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours.
 3. If a member of the immediate family is affected with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period.
- B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse,

child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 32.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall result in disciplinary action, up to and including termination.

Section 32.5. Notification by Employee. When an employee is unable to report for work, he shall notify the supervisor on duty no later than one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

Section 32.6. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 32.7. Physician Statement. If medical attention is required or the absence extends beyond two (2) working days, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period.

Section 32.8. Physical Examination. The Employer may require an employee to undergo an examination, conducted by a licensed physician or psychologist, to determine the employee's physical or psychological capability to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer. If found not qualified, the employee may be placed on sick leave, family and medical leave, or involuntary disability leave. If as a result of such examination an employee is found to be incapable of performing the duties of his position, such employee may obtain and submit to the Employer a second opinion of a licensed physician or psychologist of the employee's choosing. The employee shall be responsible for any costs involved in his examination by the physician or psychologist of his choosing. If the two opinions are in conflict, there shall be a third examination by a licensed physician or psychologist selected jointly by the Employer and the Union. The Employer and employee shall equally share any costs associated with the third physician's or psychologist's examination.

Section 32.9. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted family and medical leave or a voluntary disability leave in accordance with the provisions of or pursuant to the Employer's policies.

Section 32.10. Sick Leave Conversion. A bargaining unit employee with five (5) or more years of service under the Ohio Public Employees Retirement System, shall, upon retirement or separation in good standing, be eligible to cash out a maximum of one thousand (1,000) hours of sick leave. A bargaining unit employee hired after November 15, 2005, with five (5) or more

years of service under OPERS, shall, upon retirement or separation in good standing, be eligible to cash out a maximum of two hundred fifty (250) hours of sick leave.

Section 32.11. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 124.38 and 124.39.

ARTICLE 33 **LEAVE OF ABSENCE**

Section 33.1. Unpaid Leave of Absence. A leave of absence without pay is a temporary separation from active pay status authorized by the Employer. The authorization of a leave of absence without pay is a matter of administrative discretion. Personal and educational leaves are examples of such leaves. At the discretion of the Employer, leaves may be authorized and may require vacation and/or sick leave to be utilized and exhausted prior to any unpaid leave going into effect.

Section 33.2. Leave Duration. An unpaid leave of absence must be for a specific purpose and a specific length of time. Employees may request in writing an extension prior to expiration of the leave. The Employer has the discretion to grant or deny said request. An employee may return to work prior to the expiration of any unpaid leave of absence if the Employer agrees upon such early return.

Failure to return to work within three (3) working days after the expiration of the leave, without satisfactory explanation being provided to the Employer prior to the expiration date of the leave, shall be considered a voluntary resignation without notice.

Section 33.3. Unpaid Leave of Absence Requests. An employee must submit an unpaid leave request in writing to his supervisor. All requests must be made at least three (3) days prior to the effective date of the desired leave, stating the reason and beginning and ending dates of the requested leave.

Section 33.4. Effects of Benefits. An employee on an unpaid leave of absence does not earn sick leave or vacation credits. However, the time spent on a leave will be counted in determining length of service for computing vacation eligibility or for other purposes where length of service is a factor.

An employee on a non-FMLA unpaid leave of absence does not receive county-paid medical insurance or life insurance benefits. Arrangements may be made with the county for the employee to personally pay for these benefits in advance to retain coverage.

Section 33.5. Reinstatement After Leave. Upon return to work from an unpaid leave of absence, or FMLA leave, the employee will be assigned to the position formerly occupied, or to a position of commensurate pay and status.

ARTICLE 34
DISABILITY LEAVE

Section 34.1. When an employee becomes physically or mentally unable to perform the essential functions of his position, but is still able to perform the essential functions of a vacant position in another bargaining unit classification, he may voluntarily request a transfer or reduction to the vacant position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's or psychologist's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the vacant position.

Section 34.2. A physically or mentally incapacitated employee who has exhausted all available paid leave and family and medical leave, and for whom a voluntary reduction is not requested nor granted, may request a voluntary disability separation. The Employer may grant the employee's request for voluntary disability separation or may require the employee to submit to a medical or psychological examination conducted by one or more licensed practitioners selected by the Employer. The Employer shall bear the costs of such examinations. If the examination supports the employee's request, the Employer will grant the employee's request for a voluntary disability separation. If the medical examination does not support the employee's request, the Employer will not approve the employee's request for voluntary disability separation.

Section 34.3. Reinstatement. An employee who is granted a voluntary disability separation shall have the right to reinstatement to a position in his classification for two (2) years from the date he was no longer able to actively work due to the disabling illness, injury, or condition. The employee must make written application to the Employer for reinstatement, and provide a physician's or psychologist's certification that the employee can perform the essential functions of the position. An examination may also be requested and scheduled by the Employer and shall be conducted by a physician or psychologist designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician or psychologist. The cost shall be equally shared by the employee and the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the essential functions of the position, the employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

An employee who does not return from voluntary disability separation, formally resign, or take disability retirement within the two (2) years shall be separated from service upon the expiration of the two (2) year period. Time spent on a disability separation shall be considered in determining an employee's length of service with the Employer.

ARTICLE 35
FAMILY AND MEDICAL LEAVE

Section 35.1. Family and Medical leave will be granted to an employee who has a qualifying event, who has been employed by the Employer for at least twelve (12) months, and who has

worked at least 1,250 hours during the previous twelve (12) months. Family and Medical leave may be granted for a period of up to twelve (12) weeks in accordance with the Employer's policy.

Section 35.2. An employee who exhausts his Family and Medical leave may apply for any other paid or unpaid leave to which he is entitled pursuant to the appropriate provisions of this agreement.

ARTICLE 36 **FUNERAL LEAVE**

Section 36.1. In the event of a death in the immediate family of an employee, the employee will be granted reasonably necessary time, not to exceed five (5) consecutive work days, to attend the funeral, make funeral arrangements, and carry out other responsibilities related to the funeral. Funeral leave will be deducted from the employee's sick leave balance. If an employee has no sick leave balance, the leave shall be without pay, and with no penalty.

Section 36.2. For purposes of this article, immediate family shall be defined as the employee's 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, grandchild, aunt, uncle, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 36.3. To be eligible for funeral leave, the employee must actually attend the funeral. Failing to do so, or misrepresenting the facts related to the leave, shall be just cause for discipline, up to and including termination, and the forfeiture or reimbursement of the paid leave.

Section 36.4. Upon the employee's return from funeral leave, the Employer may request documentation that the time was spent for the purposes specified in Sections 36.1 above.

ARTICLE 37 **COURT LEAVE**

Section 37.1. 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 thereof. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 37.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences shall be leave without pay or vacation, as scheduled in advance with the Employer.

Section 37.3. To be eligible for compensation as defined in Section 37.1 above, the employee must provide documentation, deemed acceptable to the Employer, which demonstrates that the employee qualifies for paid court leave.

Section 37.4. It is understood that an employee released from court or jury duty prior to the end of his work day shall report to work for the remaining hours of his shift.

ARTICLE 38 **MILITARY LEAVE**

Section 38.1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, 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 workdays.

Section 38.2. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 38.3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President or the United States or an Act of Congress, 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 to act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

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

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

Section 38.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 38.5. 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 will result in disciplinary action.

Section 38.6. A "permanent public employee" as defined in ORC 5903.01 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 38.7. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 38.8. An employee who reenlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 38.9. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 38.10. A veteran separated or discharged under honorable conditions must make application to reemployment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years, or any other period required by law. The following procedures apply:

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

ARTICLE 39
WAGES

Section 39.1. Bargaining unit employees shall be assigned to pay grades in accordance with the following:

<u>Pay Grade</u>	<u>Classification</u>
6	Juvenile Detention Officer/Childcare Worker
7	Control Room Clerk
15	Hourly Supervisor

Section 39.2. Beginning with the pay period that includes January 1, 2010, the following pay ranges will remain in effect for the duration of the agreement:

<u>Pay Grades</u>	<u>Minimum</u>	<u>Maximum</u>
6	\$11.38	\$15.68
7	\$11.76	\$16.23
15	\$17.13	\$23.98

The parties agree that no employee in Pay Grade 6 in 39.1 above will see an increase or decrease from his 2010 wages as a result of the change in classification title from Childcare Worker to Juvenile Detention Officer/Childcare Worker.

Section 39.3. Employees shall not receive a pay increase for 2011, 2012, or 2013.

Section 39.4. New Hire Rate. The Employer will normally hire a new employee at the minimum rate of pay for the employee's classification. However, the Employer may make an exception for a new employee who possesses impressive qualifications.

Section 39.5. Promotions. An employee who is promoted during the term of the agreement shall receive an increase of five percent (5%) to his hourly rate of pay, or be placed at the minimum hourly rate of the pay grade to which his new classification is assigned, whichever is greater. Such increase shall become effective on the date of the promotion.

Section 39.6. Demotion. An employee who is voluntarily demoted to a classification assigned to a lower pay grade shall have his hourly rate decreased to the amount that is the same percentage difference from the minimum rate of the new pay grade as in his previous pay grade. Such decrease shall be effective on the date of demotion.

ARTICLE 40
LONGEVITY

Section 40.1. All bargaining unit employees with five (5) or more years of continuous service with the Employer shall receive a longevity supplement to their base hourly rate of pay for each

compensated hour of work. Such supplement shall become effective at the beginning of the pay period in which the employee's completed years of service increases.

Section 40.2. Longevity supplements shall not be considered to be a component of the hourly wage rate for the purpose of calculating future wage rates, and shall be paid in accordance with the following formula:

Five (5) to eight (8) years of service	\$.35 per hour
Nine (9) to thirteen (13) years of service	\$.40 per hour
Fourteen (14) to eighteen (18) years of service	\$.45 per hour
Nineteen (19) and more years of service	\$.50 per hour

ARTICLE 41 **SHIFT DIFFERENTIAL**

Section 41.1. Any full-time bargaining unit employee who is assigned to a swing shift shall receive a shift differential of twenty cents (\$.20) per hour. For the purpose of this article, a swing shift shall be defined as a shift in which a full-time employee is permanently assigned to a schedule that requires him to work sixteen (16) consecutive hours on one or more occasions each work week.

ARTICLE 42 **TEMPORARY WORKING LEVEL**

Section 42.1. Whenever a bargaining unit employee is assigned in writing to work in a classification which is assigned to a higher pay grade, said employee may be eligible for a temporary working level adjustment. To become eligible for such adjustment, the employee must be assigned to work in the higher classification for a minimum of four (4) hours.

Section 42.2. This pay adjustment shall increase the employee's hourly base rate of pay to the greater of (a) the higher classification's minimum hourly rate, or (b) a rate of three percent (3%) above the employee's current hourly base rate of pay.

ARTICLE 43 **BILINGUAL PAY**

Section 43.1. Any employee who is fluent in another language in addition to English, and is required by the Employer to utilize the second language (speak, write, read, interpret, etc.) during the normal work day for communications and simple use shall receive a supplement of three percent (3%) to his hourly rate of pay for all hours in which the employee works.

Section 43.2. Any employee who becomes a certified Interpreter and who provides in or out of Court Interpreter Services for the Court in accordance with the Court's Interpretive Services Plan will be compensated at the total rate of twenty-five dollars (\$25.00) per hour for the actual time spent providing Interpreter Services for the Court.

ARTICLE 44
HEALTH CARE COVERAGE

Section 44.1. The Employer will continue to provide full-time bargaining unit employees with coverage under the Lorain County Health Care Plan as currently exists, except as provided for in Section 44.3 of this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 44.4 of this article.

Section 44.2. The Employer 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 44.3. Notwithstanding the provisions of Section 44.1 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 of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 44.1 above.

Section 44.4. The employee shall be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage. In the case of a premium increase, the Employer shall provide the Union supporting documentation that an increase is necessary. If the Union disputes the premium increase, the Union may file a grievance directly at Step 4 of the grievance procedure.

Section 44.5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer-paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 45
EXPENSE REIMBURSEMENT

Section 45.1. Mileage Reimbursement. Any employee who is required to use his own personal automobile in the performance of his job will be reimbursed for approved mileage in accordance with the reimbursement rate set by the Lorain County Domestic Relations Court. Such payment shall be considered total reimbursement for all automobile related expenses. When calculating mileage, the employee's assigned work location will be considered the point of departure and return. Mileage shall not be reimbursed for travel between the employee's home and his assigned work location. Any employee who operates his own personal automobile in the performance of his job must carry at least the minimum insurance coverage required under the laws of the State of Ohio.

Section 45.2. Mileage Reimbursement Claims. Claims for mileage reimbursement must be submitted to the employee's supervisors on the Employer's official mileage claim form or some other approved reimbursement form.

Section 45.3. Parking Fees and Tolls. Parking fees and tolls are reimbursable expenses when such are incurred by an employee in the performance of his job. Parking fees and tolls are not reimbursable as part of the employee's normal commute. Traffic and parking fines are also not reimbursable.

Section 45.4. Meal Reimbursement. If meal expenses are included in registration fees, duplicate meals will not be reimbursed. When travel is out of Lorain County, meals will be reimbursed up to the per person per day amounts set by the Lorain County Domestic Relations Court. Only business-related meals at those events that include one or more overnight stays are eligible for reimbursement.

Section 45.5. Lodging. Employees will be reimbursed for reasonable and necessary lodging expenses at the single occupancy rate. Lodging expenses will only be reimbursed for prior approved travel that is MORE THAN FIFTY (50) MILES from the employee's assigned work location and for which an overnight stay is necessary.

Section 45.6. Out-of-Town Travel. Before an employee will be permitted to travel out of town on official Court business, he must obtain the approval of the Department Director. Prior to receiving such approval, the employee must provide all information requested such as the expenses to be reimbursed, special travel arrangements, etc. The employee must also provide at least three (3) weeks advanced written notice to the Fiscal Department.

Section 45.7. All expense reimbursements identified herein must be submitted on the proper agency form with receipts. All expense reimbursements shall be paid by warrant of the County Auditor in accordance with the policies and procedures of the Auditor's Office.

Section 45.8. Travel Time. Travel time will be compensated only to the extent required by the Fair Labor Standards Act Regulations.

ARTICLE 46 **REIMBURSEMENT FOR DAMAGED ARTICLES**

Section 46.1. An employee whose clothing or watch is damaged in an altercation with a resident while the employee is on duty will be reimbursed the actual cost of repairing or replacing such item up to a maximum of fifty dollars (\$50.00).

Section 46.2. An employee whose eyewear is damaged in an altercation with a resident while the employee is on duty must first file a vision insurance claim to cover the replacement or repair of the damaged eyewear. The Employer will then reimburse the employee for the remaining out-of-pocket cost of repair or replacement of the eyewear, up to a maximum of three hundred and fifty dollars (\$350.00).

ARTICLE 47
UNIFORMS

Section 47.1. The Employer shall provide each full-time employee five (5) uniforms shirts each contract year. The Employer shall provide each part-time employee two (2) uniform shirts each contract year. An employee shall be required to return all uniform shirts in his possession before he will be issued new shirts pursuant to this section.

Section 47.2. All uniform shirts must be returned by the employee at the time of separation. Failure of an employee to return such shirts shall result in the cost of the unreturned shirts being deducted from the employee's final paycheck.

ARTICLE 48
MISCELLANEOUS

Section 48.1. Property Damage. The Employer agrees not to deduct wages from any employee who accidentally damages property of the Employer during the ordinary course of business.

Section 48.2. Meeting Room Space. The Employer agrees that the Union may utilize the Employer's space for meetings or conferences with employees when such space is available and has been requested in advance. The Union agrees that the space shall be left in the same or better condition than it was prior to the meeting. The Union further agrees that such conferences or meetings shall not, in any manner, interfere with the Employer's operations.

Section 48.3. Union Orientation. A Union steward or alternate shall be permitted to meet with new bargaining unit employees for up to fifteen (15) minutes for the purpose of providing information about the Union during the Employer's new hire orientation. The steward or alternate shall not lose pay whenever the meeting occurs during the steward or alternate's scheduled working hours. The meeting between the new employee and the steward or alternate shall not interfere with the Employer's operations and will be coordinated with the steward or alternate's supervisor or with the Human Resource Administrator.

Section 48.4. Working Second Jobs. Employees are not prohibited from engaging in outside employment. However, approval must be obtained in advance from the Court Administrator, who will base his approval or disapproval on the following:

1. The outside employment shall not conflict in either time or philosophy with the employee's employment with the Court.
2. The additional work may not be with another agency or office of Lorain County government.

ARTICLE 49
SEVERABILITY

Section 49.1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Employment Opportunity Commission Rules and Regulations, and

shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. In the event that any provision of this agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

Section 49.2. Notwithstanding the provisions set forth in this agreement, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provisions herein.

ARTICLE 50 **SUCCESSORS**

Section 50.1. The parties agree that this collective bargaining agreement will be binding on the appointing authority and any successor appointing authority in accordance with RC 4117.

ARTICLE 51 **DURATION OF AGREEMENT**

Section 51.1. This agreement shall be effective upon execution, and shall remain in full force and effect until midnight on March 1, 2014.

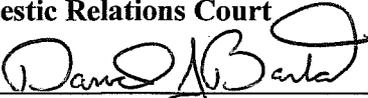
Section 51.2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration, nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

Section 51.3. The parties acknowledge that during the negotiations which resulted in this agreement, each party 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. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement, except as may be provided for in the Rules and Regulations and Labor/Management articles of this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and signed by their duly authorized representatives on this 21st of SEPTEMBER, 2011.

**For the Lorain County
Domestic Relations Court**



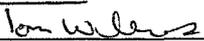
Judge



Judge



Judge



Tom Williams, Commissioner



Ted Kalo, Commissioner

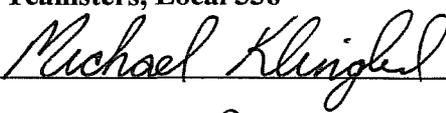


Lori Kokoski, Commissioner



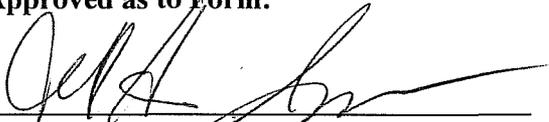
Labor Relations Consultant

**For the International Brotherhood
of Teamsters, Local 336**





Approved as to Form:



Gerald Innes, Asst. Co. Prosecutor

APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION FORM

APPENDIX B
UNION REPRESENTATIVE TIME FORM

Union Official's Name _____

Work Area _____

Date _____ Destination _____

Grievance No. _____

Left Work Area _____ a.m.
_____ p.m.

Attend Meeting with the Employer

Returned To Work Area _____ a.m.
_____ p.m.

Process Grievance

Attend Disciplinary Conference

Supervisor

Began: _____ a.m.
_____ p.m.

Ended: _____ a.m.
_____ p.m.

Supervisor or Manager

Steward

Complete in Triplicate:

1 copy Director

1 copy Supervisor or Department Head

APPENDIX C
PANEL OF VISITING JUDGES

The parties agree to use the following panel of visiting Judges to select one (1) Judge to hear a grievance involving the removal of an employee.

Five Names to be Selected by
Mutual Agreement of the Parties from the List
of Visiting Juvenile Court Judges Provided by the
Ohio Supreme Court

Should either party wish to delete any of the visiting Judges from the above list, or if any of those listed should no longer be available, the acting party or the party first to learn of the Judge's unavailability shall notify the other party in writing. The parties shall then confer for the purpose of mutually agreeing to a replacement Judge or Judges to place on the panel.

SIDE AGREEMENT
WAGE REOPENER

If the Lorain County Board of Commissioners approves an hourly rate increase or Lump Sum payment to a bargaining unit for which the Board of Commissioners is the appointing authority, the Employer agrees, upon the request of the Union, to meet and discuss such matter. After such meeting, the Union may, if it believes such is appropriate, request that the Employer reopen negotiations on the wage issue only.

During the term of this agreement, should the Lorain County Board of Commissioners grant a general wage increase to its non-bargaining unit employees, the Union shall have the right to request the Employer to reopen this agreement on only the wage issue.

This Side Agreement shall expire one (1) day prior to the expiration of this Agreement.

FOR THE EMPLOYER



FOR THE UNION




DATE SUBMITTED 9/21/2011

DATE SIGNED 11/8/2011