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STATE EMPLOYMENT  
RELATIONS BOARD

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**Agreement Between**

**Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL - CIO, CLC  
Local #384**

**And**

**Columbiana County Board of Commissioners**

**Effective: May 1, 2009  
Expires: April 30, 2012**

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Article 1  
Preamble/Purpose

Section 1. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Administration and the Bargaining Unit; and further, to implement the interests of all employees of the Columbiana County Commissioner's Office.

Section 2. This Agreement, entered into by the Columbiana County Commissioners, hereinafter referred to as the "Employer" and the Glass, Molders, Pottery, Plastics, and Allied Workers International Union, AFL-CIO, CLC, hereinafter referred to as the "GMP", has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revise Code, and,
- B. To set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as described herein, and,
- C. To provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

Article 2  
Union Recognition

Section 1. The Employer recognizes the GMP as the sole and exclusive representative for those employees of the Employer in the Bargaining Unit listed in Section 2. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those employees employed in a classification listed as appropriate to a bargaining unit as certified by the State Employment Relations Board in Case Nos. 91-REP-06-0173, and 91-REP-09-0217 on December 5, 1991, which certification orders were filed and served upon each party hereto on December 10, 1991.

Section 2. The term "bargaining unit" shall be defined as the following: Accounting Clerks, Plant Operator, Laborers, Janitorial, Boiler Operator, Maintenance, Clerical, (including one (1) part-time Clerical position).

Section 3. All positions and classifications not specifically established herein as being included in the aforementioned Bargaining Unit shall be excluded from said Bargaining Unit.

Section 4. The Employer will furnish the International Financial Secretary-Treasurer of the GMP with a list of all employees in the classifications covered by this Agreement, indicating the employee's starting date of employment, the employee's mailing address and social security number. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the bargaining units.

Article 3  
Union Rights

Section 1. The Union agrees that it is their responsibility to see that all provisions of this Agreement are carried out and enforced to the best of their ability and that the Union will cooperate with the Administration in the quality of work produced.

Section 2. The Administration agrees that, subject to the provisions of this Agreement, the Union shall at all times be free to exercise its rights to advance the best interests of and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be retrained or coerced or discriminated against, in any manner, because of his/her membership in and for activities on behalf of the Union or its constituent Local Union.

Section 3. The Business Committee and/or chairpersons during working hours shall be permitted to conduct legitimate business dealing with the Union/Management matters, after first securing permission to leave work for that purpose. Such permission will not be unreasonably withheld. This privilege shall be exercised reasonably so that it will not interfere with the normal conduct of work. The Local Union shall submit a list of names of the Business Committee to the Employer.

The Union Steward(s) and /or delegate(s) to conventions or conferences of the Union shall be granted time off without pay for the purpose of participating in such. In lieu of time off without pay, said employees may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request approval of such time off from the Employer seven (7) calendar days prior to any such meeting. Approval of such leave shall not be unreasonable withheld. Such leave shall not exceed a total of seven (7) working days per calendar year for the unit.

Section 4. The accredited International Representative of the Union shall, after first securing permission from the Columbiana County Commissioners or their designated representative, be granted the right to visit the Columbiana County Courthouse in matters pertaining to complaints and/or grievances arising out of the questions concerning the applications or interpretation of this Agreement. Such permission will not be unreasonable withheld. This privilege shall be exercised reasonably so that it will not interfere with the normal conduct of work.

Article 4  
Bulletin Board Space

Section 1. The Employer agrees to provide bulletin board space for use by the GMP. Said space shall be in the Courthouse and in the Water and Sewer Department.

Section 2. All notices posted on the bulleting board shall be signed, posted, or removed by an official of the GMP.

Section 3. Notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. Recreational and Social Affairs
2. Notice of Meetings
3. Appointments
4. Notice of Elections
5. Results of Elections
6. General GMP Business of Interest to Employees
7. Correspondence

Section 4. Upon the request of the Employer, the GMP shall remove material posted in violation of this Article.

## Article 5 Dues Deduction

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly union dues, initiation fees, and assessments levied by the GMP from the wages of those employees who have signed dues deduction authorization forms authorizing said deductions.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the GMP from the time to time in accordance with its Constitution and Bylaws. The GMP shall certify to the Employer the amounts due and owing from those employees included in the bargaining unit.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first and second pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the GMP within thirty (30) days from the date of any such deductions.

Section 5. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The GMP hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the GMP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the GMP.

Section 6. The parties agree that neither the employees nor the GMP shall have a claim against the Employer for errors in the processing of deductions, unless such claim of error is made to the Employer in writing within sixty

(60) days after the date such error is claimed to have occurred. If it is found an error is made, it will be corrected at the next pay period that the GMP dues deduction would normally be made, by deducting the proper amount.

Section 7. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the "check-off" authorization in accordance with the terms of this Agreement; or, (6) resignation by the employee from the Union.

Section 8. Except as otherwise provided herein, each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement.

#### Article 6 Fair Share Fee

Section 1. All members of the bargaining unit shall either become dues paying members of GMP, or remit monthly to GMP, a Fair Share Fee, in an amount specified by GMP, all in accordance with Ohio Revised Code 4117.09 (C). This amount shall be deducted from the wages of all such non-member employee on the same basis as the deductions made for dues from members of GMP.

Section 2. GMP shall indemnify the Employer and hold it harmless against claims, suits, and other forms of liability that may arise out of or by reason of any good faith action.

#### Article 7 Probationary Periods

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for a new full-time employees shall begin on the first (1<sup>st</sup>) day for which the employee receives compensation from the Employer, and continues for a period of **one hundred twenty (120)** calendar days. A newly hired, probationary full-time employee may be terminated during his/her probationary period and shall have no appeal over such removal.

Section 2. A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted full-time employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

#### Article 8 Management Rights

Section 1. Except to the extent modified herein, the GMP recognized those rights that

are established as management rights enumerated as follows:

1. 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 service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause; layoff, transfer, assign, schedule, promote or retrain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the workforce; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## Article 9 Non-Discrimination

Section 1. The Employer agrees not to interfere with the rights of bargaining unit members to become members of the GMP, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in a official capacity on behalf of the GMP, as long as that activity does not conflict with the terms of this Agreement.

Section 2. The GMP agrees not to interfere with the rights of employees to refrain or resign from membership in the GMP, and the GMP shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the GMP or involvement in GMP activities.

Section 3. All references to employees in the Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

Section 4. Both parties further agree not to discriminate against an employee/member because of race, color, creed, age, sex, handicap, national origin, or political affiliation.

Section 5. The Agreement will also be administered in accordance with those applicable laws preventing discrimination as to qualified handicapped individuals and as to qualified disable Veterans.

Article 10  
No Strike/No Lockout

Section 1. The Employer and the GMP agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the GMP to avoid work stoppages and strikes.

Section 2. Neither the GMP nor any member of the Bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The GMP shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided the GMP meets all of its obligations under this Article.

Section 3. The GMP shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "No Strike/No Lockout" clause. In the event of a violation of the "No Strike/No Lockout" clause, the GMP shall promptly notify all employees in writing that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the GMP. The GMP shall advise the employees to return to work immediately.

Section 4. The Employer shall not lockout any employees for the duration of this Agreement.

Article 11  
Work Rules

Section 1. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2. Any new work rules, policies or procedures or amendments to existing work rules, policies or procedures shall be reduced to writing and submitted to the GMP at least fourteen (14) days prior to implementation. The Employer will meet with representatives of the GMP upon request to discuss the effects of any proposed work rule, policy or procedure upon Bargaining Unit employees. Such work rules, policies, and/or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 3. In the event it is necessary for the Employer to implement a new or amended work rule, policy or procedure on an emergency basis, said work rule, policy or procedure shall be implemented without the benefit of notice to the GMP, within fourteen (14) calendar days, to discuss said work rule, policy and/or procedure.

Article 12  
Labor Management Committee

Section 1. In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each calendar quarter, the Employer or his designee, shall meet with not more than two (2) representatives of the Bargaining Unit to discuss issues of mutual interest. The dates and time of the meetings shall be determined in advance. No Bargaining Unit member will suffer any loss in regular compensation for attendance in such meetings, if such meetings are scheduled during an employee's work hours.

Section 2. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

- a. discuss grievances which have not been processed beyond the final step of the grievance procedure;
- b. disseminate general information of interest to the parties;
- c. discuss ways to increase productivity and improve operational efficiency;
- and,
- d. to consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

Article 13  
Corrective Action

Section 1. No employee shall be disciplined in any way, except for just cause.

Section 2.

- A. Discipline will be applied in a corrective, progressive uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be discipline, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be established by the Employer, as outlined below in sub-section 1-3.
  1. The employee shall be provided with a written notice advising him/her of the charges and specifications of the charges against him/her. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least three (3)

days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. The employee may offer verbal or written statements from other persons pertaining to the charges, during the hearing.
3. Within five (5) calendar days after the hearing, the "neutral" hearing administrator shall provide the employee and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reason for the decision.

Section 3. Following the conference, any employee receiving an order of suspension or dismissal, may initiate an appeal of such order at Step 3 of the Grievance Procedure, within five (5) days of receipt of the written decision.

Section 4. The Employer agrees all disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and Written Reprimands	6 months
Suspensions of less than three (3) days	12 months
Suspensions of three (3) days or more	18 months

Providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

#### Article 14 Grievance Procedure

Section 1. Every employee shall have the right to present his/her grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint discrimination or reprisal and except at Step 1, shall have the right to be represented by an GMP representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to the Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Grievant: The "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the GMP.
- c. Party in Interest: A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

- d. Days: A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances must contain the following information:
1. Aggrieved employee's name and signature
  2. Aggrieved employee's classification
  3. Date grievance was first discussed
  4. Date grievance is being filed in writing
  5. Name of the supervisor with whom grievance was discussed
  6. When grievance occurred
  7. Description of incident giving rise to the grievance
  8. Articles and sections of the Agreement violated
  9. Resolution requested
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any.
- c. If a grievance effects a group of employees working in different locations with different principals, or associated with an employer-wide controversy, it may be submitted to Step 3.
- d. Nothing contained herein shall be construed a limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the GMP, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided that a GMP representative is present at the adjustment. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the GMP in future proceedings.
- e. The grievant may have a GMP representative represent him at any step of the grievance procedure after Step 1.
- f. The time limits provided herein will be strictly adhered to. The time limits specified for either party may be extended only by written mutual agreement.
- g. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1.

An employee who believes he/she may have a grievance shall notify the Immediate Supervisor of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance. The Immediate Supervisor, will schedule an informal meeting with the employee and a GMP representative, if such representation

is requested by the employee, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

#### Step 2 Immediate Supervisor

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Immediate Supervisor within five (5) days of the informal meeting or notification of the decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the answer is not given. The Immediate Supervisor shall meet with the grievant and the GMP Chairperson in an attempt to resolve the grievance. The Immediate Supervisor shall give his answer within five (5) days of the close of the meeting.

#### Step 3 Department Head

If the dispute is not resolved by Step 2, the Department Head or its designee shall meet with the GMP International Representative within fourteen (14) days from the International Union's request for such meeting. The International Union's request for a meeting shall be made no later than five (5) working days from the receipt of the answer at Step 2. The Department Head's written decision shall be given to the International Union Representative within five (5) working days after the close of the Step 3 meeting.

#### Step 4 Department Head

If the grievance is not settled at Step 3, within fifteen (15) days from the date of the decision at Step 3, the International Union Representative may settle and/or send the grievance to the Area Vice President. The Area Vice President will make a final determination, which may include scheduling a meeting between himself and the Department Head or its designee. The meeting shall commence no later than five (5) working days from the request for such meeting.

### Article 15 Arbitration Procedure

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, and the GMP wishes to proceed to arbitration, the GMP shall so notify the Employer no later than fifteen (15) calendar days following the Step 4 decision. Within this fifteen (15) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternate strike method. The party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of suspension of thirty (30) days or less, the arbitrator shall not have the authority to modify said discipline. In the event of monetary award, the arbitrator shall limit any retroactivity settlement to the actual date of the incident giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing and the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator shall rule on the issue of arbitrability, prior to conducting a hearing on the merits of the case. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

Section 4. The hearing or hearing shall be conducted pursuant to the "Rules of Voluntary Arbitration" of FMCS.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate of pay for all hours during which his/her attendance is require by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## Article 16 Personnel Files

Section 1. It is recognized by the parties that the Employer may establish regulations for the custody, use, and preservation to the records, papers, books, documents and property pertaining to the Employer of his/her Employees. An employee shall have access to their personnel file for review of documents contained in said personnel file. Such files may be reviewed following submission of a request to do so. Employees shall have access to their individual personnel file for review in the following manner.

1. Requests for review must be made in writing to the Employer or his/her designee, at least twenty-four (24) hours in advance.
2. All reviews shall be conducted on the premise of the Employer, with the Employer in attendance during said review.
3. All reviews shall be conducted during the Employer's normal business hours.
4. All employee reviews should be on the employee's non-work time.
5. Requests for copies of documentation in said files will be made following the Employer's practice of copying documents.

Section 2. Employee personnel files shall include but may not be limited to individual employment data, (such as commendations, disciplinary actions, etc.) payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring , promotion, demotion, transfer, layoff, and termination.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used to divulged for purposes not connected with the Columbiana County Commissioner's Office, except with the written consent of the employee affected.

Section 4. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

## Article 17 Seniority

Section 1. For all employees, hired prior to the execution date of this Agreement, seniority shall be computed on the basis of total length of service with Columbiana County. A termination of service lasting less than thirty-one (31) days shall not constitute a break in continuous service.

Section 2. For all employees, hired after the execution date of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of service lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 3. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 4. An approved leave for maternity purposes, shall not be considered a break in service for the purposes of seniority, provided the employee returns to work at the end of the maternity leave. If the employee fails to return from a maternity leave, the employee shall be considered resigning from employment with the Employer.

Section 5. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 6. In all matters wherein the Employer shall give consideration and evaluate two (2) or more employee's seniority shall prevail pursuant to any applicable provision of this Agreement.

Section 7. If an employee quits the employment of the Employer, after having worked in excess of one (1) year, and is rehired by the Employer within one (1) year of the date the employee quit, the employee shall be credited with their prior service, after the completion of one (1) year of continuous service.

Section 8. Employees who accept a position, with the Employer that is outside of the bargaining unit, will maintain their seniority, provided they return to the bargaining unit within one (1) year of the date they left the unit for the new position. Employees who are not members of the bargaining unit on the date of the execution of this Agreement, shall have bargaining unit seniority commence on the date the employee becomes a member of the bargaining unit.

## Article 18 Layoff and Recall

Section 1. When the Employer determines that a layoff is necessary, due to lack of work or lack of funds, the Employer shall notify the affected employees at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the GMP, agrees to discuss, with representative of the GMP, the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which department layoffs will occur and layoffs of bargaining unit employees will be within the affected department in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 3. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of layoff.

Section 4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the GMP. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. In the case of a layoff, 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 receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested mail.

## Article 19 Vacancy, Promotion, and Transfer

Section 1. The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Union's bulletin board space, (for a period of five (5) consecutive working days) stating the job description. During the posting period, a member of the Bargaining Unit wishing to apply for the vacant position

shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. The Employer shall make a good faith effort to fill any such vacancy with a full-time employee within one hundred eighty (180) days from the date said position became vacant.

Section 4. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, abilities, education, work record, previous job performance, physical and mental capabilities.

Section 5. Once the selection has been made, the Employer will notify all applicants of the Employer's selection, by posting the award.

## Article 20 Supervisors

Section 1. Supervisors will not regularly work on jobs normally assigned to Bargaining Unit members except for purposes of instruction, in emergencies, or in instances where employees are not available. The basic responsibility of supervisory personnel is the effective direction of the work force. No employee shall be responsible for supervising another Bargaining Unit employee.

## Article 21 Leave of Absence Without Pay

Section 1. The Employer may grant a leave of absence without pay to an employee of the Bargaining Unit, covered by this Agreement in accordance with the rules set forth in this article and the appropriate rules of the Employer.

- A. Employees in the Bargaining Unit, covered by this Agreement, and who have served at least one (1) year as a full-time employee, may be granted a personal leave of absence without pay for a period not to exceed thirty (30) consecutive days in one (1) year.
- B. Employees in the Bargaining Unit, covered by this Agreement and who have two (2) or more years of continuous service, may be granted a leave of absence without pay for a period not to exceed six (6) months.
- C. No approved leaves of absence without pay may be applied to extend any paid leave such as vacation leave or holiday leave.

Section 2. Authorization for Leave The authorization of a leave without pay is a matter of administrative discretion. The Employer or his/her designated representative shall decide in each individual case if a leave of absence is to be granted within the limitations of the appropriate rules of the Employer.

A leave of absence without shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay should be applied for sixty (60) days prior to the commencement of the desired leave.

### Section 3. Reinstatement from Leave

- A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position while the employee is on leave is to be on a temporary basis. If an employee fails to return to work at the expiration of any authorized leave of absence without pay, he/she shall be considered as having resigned his/her position.
- B. An employee may be returned to work before the scheduled expiration of leave if the employee submits such requests in writing and such request is agreed to by the Employer.
- C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leaves and returns to active service immediately following the expiration of the approved leave.

Section 4. Unauthorized Leave of Absence Any employee who commences a personal leave of absence without obtaining prior authorized approval, as stated in this article, shall be subject to the disciplinary procedure.

Section 5. Sick Leave and Vacation Credits An employee on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 6. Abuse of Leave If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the Employer may cancel the leave and require the employee to report for work, or the employee shall be subjected to the disciplinary procedure.

Section 7. Failure to Return From Leave of Absence An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his/her designee, shall be considered as having resigned his position.

## Article 22 Hours of Work/Overtime

Section 1. This article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services; or

from establishing the work schedules of employees, except as limited by this article. The Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement, shall be forty (40) hours, inclusive of a daily one (1) hour lunch period. The work period shall commence at 0001 hours Sunday and conclude at 2400 hours the following Saturday.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours, he/she shall be entitled to overtime compensation at one and one-half time the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, holiday leave and vacation leave, as provided for in this Agreement, shall be counted as hours worked. When an employee is required to work overtime in a work period where he/she has taken sick leave, the employee shall not be eligible for the premium rate until he/she has worked forty (40) hours in a seven (7) day pay period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 23, of this Agreement, is entitled to receive compensation at the rate of one and one-half ( 1/2) time his usual rate of pay, in addition to receiving his/her holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation, which may accrue in such work period.

Section 6. Authorized overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

#### Article 23 Holidays

Section 1. All employees covered by this Agreement shall be entitled to the following holidays:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	As determined by the Commissioners
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	3rd Thursday in November
Christmas Day	December 25th
Two (2) Personal Days	

Section 2. Employees must work their scheduled day before and day after the holiday to be entitled to the holiday pay, unless excused by the Employer.

Section 3. Employees who are scheduled to work on a designated holiday, specified in Section 1 of this Article, are entitled to receive compensation at the rate of one and one-half (1 1/2) time his/her usual rate of pay, in addition to receiving his/her regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay, shall not be considered time worked for the purpose of calculating overtime, no pyramiding of overtime.

Article 24  
Vacations

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Full-time employees are eligible for paid vacation leave according to the following eligibility schedule:

1 through 8 years	3.1 hours biweekly
Start of 9th year, end of 8th year	4.6 hours biweekly, plus 40 hours
9 through 15 years	4.6 hours biweekly
Start of 16th year, end of 15th	6.2 hours biweekly, plus 40 hours
16 through 25 years	6.2 hours biweekly
Start of 26 <sup>th</sup> year, end of 25th	7.7 hours biweekly, plus 40 hours
26 years or more	7.7 hours biweekly

Section 2. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Section 3. Vacation time will be computed from the date of hire of each employee.

Section 4. The Employer shall require that all vacation requests be made and filed with the Employer by April 15<sup>th</sup> of each year. The Employer will post the vacation schedule within thirty-one (31) days of April 15<sup>th</sup>. This shall become effective January 1, 1993.

Section 5. Where scheduling of vacation conflicts may occur, the preference shall be given to the senior employee, provided the conflict is reported prior to April 15<sup>th</sup>

Section 6. An employee wishing to change his vacation schedule after the date of posting the vacation schedule by the Employer shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a "first-come-first-served" basis for those unscheduled and available weeks remaining.

Section 7. Once the vacation scheduled has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 8. Vacations shall be taken in minimum increments of eight (8) hours, or in less increment with approval by the Board of Commissioners.

Section 9. Employees may trade vacation times, if given prior approval by the Employer.

Section 10. Employees may sell back to the Employer, vacation leave earned, but not taken. Any employee who wishes to sell back vacation leave, shall follow the following procedure:

1. No more than eighty (80) hours of vacation leave, in a calendar year, will be allowed to be cashed in.
2. An employee must make a request, to the Employer, to sell back vacation leave, during the vacation posting period, as defined in this Article.
3. A request to sell back vacation leave, shall be in writing, and shall include the amount of vacation leave to be sold back, and the amount of vacation leave the employee has accrued.
4. If the Employer grants an employee's request to sell back vacation leave, the Employer will make every effort to pay the amount requested within ninety (90) days of the date the request was made.
5. The Employer shall not arbitrarily and capriciously deny a request for selling back earned vacation leave.

Section 11. Any employee, who has unused vacation leave in excess of the amount established in Section 1 of this Article, shall reduce the vacation leave balance to the prescribed amount of unused vacation leave, refer to Commissioners Vacation Policy and Section 10 of the contract.. The employee may accomplish this by taking vacation leave, or selling back accumulated, unused vacation leave, provided the employee requests and receives written authorization from the Employer to do so.

## Article 25 Compensatory Time

Section 1. At the employee's option, compensatory time may be accumulated in lieu of paid overtime, Compensatory time off shall be accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked and the maximum amount of accumulated compensatory time off shall not exceed one hundred twenty (120) hours.

Section 2. An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of one hundred twenty (120) hours.

Section 3. Use of accrued compensatory time shall be with the prior approval of the Board of Commissioners, and shall be in increments of not less than four (4) hours. Requests for use of compensatory time in increments of less than four (4) hours, may be requested, and may be approved by the Board of Commissioners.

Section 4. In no event shall compensatory time be utilized to accumulate overtime during the same twenty-four (24) hour time period.

Section 5. An employee, upon retirement, shall be paid for all accrued, but unused compensatory time off. Payment for all accrued, but unused compensatory time off, shall be paid at the employee's current rate of pay. In the event of the employee's death, while employed by the Board of Commissioners, payment pursuant to this provision shall be made to the employee's legal heirs. This payment shall be based upon the employee's rate of pay of compensation at the time of his retirement.

Section 6. When an employee requests compensatory time off, the employee will be compensated at the rate of pay that the compensatory time off was earned.

Section 7. When an employee desires to use his/her compensatory time, said employee must make a written request to the employee's immediate supervisor for use of compensatory time off. Said request must contain the date the employee is requesting to take off, and the number of hours to be used. The request for compensatory time off should be made not later than five (5) days before the intended date of use of compensatory time off. No compensatory time off shall be taken without first applying for, and receiving approval from the employee's immediate supervisor. On a case by case basis, the Board of Commissioners may approve a request for compensatory time off, that has been requested less than five (5) days before the intended date of use. All requests for compensatory time off shall be approved by the Board of Commissioners.

Section 8. Effective May 1, 1995, employees, who have accumulated compensatory time off, in excess of the amount, set in Section 1 above shall be paid in cash for all excessive compensatory time hours. Such payment(s) shall be paid out not later than April 30<sup>th</sup> each year of the contract. Employees must make a written request to the Board of Commissioners, for payment of the compensatory time hours. The rate of pay shall be the employee's rate of pay as of May 1<sup>st</sup> **each year of the contract.**

Article 26  
Sick Leave

Section 1. Crediting of Sick Leave Sick leave shall be earned at the rate of 4.6 hour for each eighty (80) hours of service in active pay status, including paid sick leave and paid vacation, but not during a leave of absence or layoff, to a limit of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit. Although unused sick leave shall accumulate without limit, for purposes of retirement or separation, limits are set in Sections 10 and 11 on this Article

Section 2. Retention of Sick Leave An employee who transfers from another public agency to the employment of the Columbiana County Commissioners, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he/she is employed by the Columbiana County Commissioners, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his/her credit upon re-employment with the Columbiana County Commissioners, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. Expiration of Sick Leave If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or personal leave of absence without pay or may take unused vacation in accordance with the appropriate section of this Agreement.

Section 4. Charging of Sick Leave Sick leave shall be charged in minimum units of one -half (1/2) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or work period earnings.

Section 5. Uses of Sick Leave Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. illness or injury of the employee;
2. illness, injury or death of a member of his/her immediate family;
3. medical, dental, or optical examination or treatment of the employee which cannot be scheduled during non-working hours;
4. if a member of the immediate family residing with the employee is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others; and,
5. pregnancy and/or childbirth and other conditions relate thereto.

Section 6. Evidence Required for Sick Leave Usage The Employer may require an employee to furnish an application for sick leave form explaining the nature of the illness to justify the use of sick leave. Falsification of either written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 7. Notification by the Employee When an employee is unable to work, he/she will notify the immediate supervisor or other designated person, as soon as possible, but no later than the time he/she 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 the immediate supervisor.

Section 8. Abuse of Sick Leave Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with the intent to defraud will result in dismissal and refund of salary or wage paid.

Section 9. Physician Statement The employee shall be required to furnish a statement from a licensed physician, notifying the Employer that the employee was unable to perform the employee's duties for absences of three (3) or more consecutive workdays due to illness. Whenever the Employer finds abuse of the use of sick leave, he/she may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of sick leave.

Section 10. An employee, hired prior to May 1, 1995, who has ten (10) years or more service with the Employer and is eligible to retire under the terms and conditions set forth by PERS, shall, at the time of retirement be paid the value of his/her earned by unused sick leave credit. The maximum of such payment, however, shall be up to one hundred twenty (120) days.

An employee, hired after May 1, 1995, who has ten (10) years or more service with the Employer and is eligible to retire under the terms and conditions set forth by PERS, shall, at the time of retirement, be paid twenty-five percent (25%) of the value of his/her earned but unused sick leave credit. The maximum of such payment shall be up to thirty (30) days.

Section 11. An employee, who has completed ten (10) years or more service with the Employer, may, at the time of separation from the Employer, elect to be paid cash for twenty-five percent (25%) of the value of his earned by unused sick leave credit, up to a maximum of one hundred twenty (120) days, for a total of thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of separation.

## Article 27 Funeral Leave

Section 1. Up to three (3) days sick leave with pay, shall be granted to the employee, upon the death of a member of the employee's immediate family. Funeral leave days must be consecutive workdays and include the day of the funeral. Two (2) additional days of sick leave with pay, may be granted if the employee must travel over three hundred (300) miles to attend the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer.

Section 2. For the purpose of this Article, immediate family shall be defined to include the following: mother, father, spouse, child, (to include stepchild), brother, sister, loco parentis; father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

## Article 28 Disability Leave

### Section 1. Disability Leave

- A. When an employee becomes physically unable to perform the duties of his/her position but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower position. Such requests shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement.
- B. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction request shall be the sole discretion of the Employer and/or appointing authority, based upon the operational needs and requirements.

Section 2. A physically incapacitated employee, who has exhausted his/her accumulated sick leave and who voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he/she can present evidence as to the probable date on which he/she will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.

Section 3. Disability Separation

- A. Disability separation may be granted when an employee has exhausted his accumulated sick leave, and authorized vacation and any leave of absence without pay where applicable, and is:
1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,
  2. Is declared physically incapable of performing the duties of his/her position by a licensed physician.
- B. If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the cost of such examination. Any appointment made to a position vacated by disability separation will be made on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

Section 4. Reinstatement

- A. An employee given disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.
- B. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, containing the results of a medical examination. The cost of such and examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician 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 at the expense of the employee. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or are utilized.
- C. An employee who does not return from disability separation, formally resigns, or takes disability retirement within the three (3) years, shall be separated from service upon the expiration of the three-year period.

Section 1. Maternity Leave Any employee who becomes pregnant shall, upon written request made to the Employer, be granted an unpaid maternity leave. Each employee who requests such leave shall submit to the Employer a physician's statement stating the probable period for which the employee will be unable to perform her duties.

Section 2. Use of Sick Leave and/or Vacation Leave Employees may utilize any and all accrued sick leave and/or vacation leave for maternity purposes. After approved sick leave and vacation leave, if used, are exhausted, the employee shall be placed on unpaid maternity leave, for a period of time not to exceed six (6) months, for the remainder of the time authorized by her attending physician.

Section 3. Returning from Leave Five (5) days prior to the employee's date of return, she must present to the Employer a release from her attending physician allowing her to return to her duties in full capacity. For a period of thirty (30) consecutive days following her return to work from the maternity leave, the employee must present a physician's statement for any use of sick leave during this time period.

Section 4. Additional Leave At the expiration of the six (6) months unpaid leave, an additional unpaid leave may be granted to the employee, upon approval by the Employer. Thirty (30) days after the termination of pregnancy, the employee shall submit a statement from her attending physician, indicating the probable date of return to duty.

Section 5. Adoption For purposes of adoption, employees may utilize accrued sick leave and/or vacation leave. If the employee uses and exhausts all paid leaves, the employee shall be placed on unpaid leave of absence for adoption purposes, not to exceed six (6) months, for the remainder of time authorized by the adopting agency.

Section 6. Insurance An employee on maternity leave or additional unpaid leave as a result of maternity reasons, shall be entitled to insurance, all in accordance with COBRA requirements, as set forth by the County's hospitalization plan.

## Article 30 Jury Duty

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

Section 2. Court Leave Exclusions. 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 proceeding, custody, appearing as directed with a juvenile, any action against the Employer when the employee is a plaintiff, etc. These absences may be approved leave without pay, if scheduled in advance with the Employer.

Article 31  
Wages

**Section 1.** Effective and retroactive to May 1, 2009, employees shall receive a one percent (1%) increase and a one percent (1%) May 1, 2010, and a one percent (1%) wage increase effective May 1, 2011. All employees shall be placed on the wage based on the employee's Date of Hire. Employees, earning more than the new rate established for the step the employee is placed on, shall not be reduced in rate, but shall remain at the current rate, until such time that placement on the new wage scale creates an increase. The new scales are as follows:

**Table A**  
Covers: Billing Clerk, Account Clerks

	May 1, 2009		May 1, 2010		May 1, 2011	
	1%		1%		1%	
	Hourly Rate		Hourly Rate		Hourly Rate	

Start	9.77		9.91		10.05	
6 Months	10.45		10.59		10.73	
1 Year	11.15		11.29		11.43	
18 Months	11.87		12.01		12.15	
2 Years	12.81		12.95		13.09	
3 Years	13.57		13.71		13.85	
4 Years	14.31		14.45		14.59	
5 Years	15.03		15.17		15.31	

There will be a Lead Person in the Water Department at the rate of one dollar fifty-cents (\$1.50) an hour above the wage rate at the discretion of the Supervisor.

**Table B**  
**Covers: Assistant Clerk to the Commissioners**

	May 1, 2009 1%		May 1, 2010 1%		May 1, 2011 1%	
	Hourly Rate		Hourly Rate			
Start	11.17		11.32		11.47	
6 months	11.82		11.97		12.12	
1 Year	12.52		12.67		12.82	

18 months	13.27		13.42		13.57	
2 Years	14.07		14.22		14.37	
3 Years	14.82		14.97		15.12	
4 Years	15.52		15.67		15.82	
5 Years	16.17		16.32		16.47	

Table C  
 Covers: Maintenance, Boiler Operator and Laborer/Meter Reader

	May 1, 2009 1%		May 1, 2010 1%		May 1, 2011 1%	
	Hourly Rate		Hourly Rate			
Start	9.95		10.08		10.21	
6 Months	10.59		10.72		10.85	

1Year	11.27		11.40		11.53	
18 Months	11.99		12.12		12.25	
2 Years	12.75		12.88		13.01	
3 Years	13.47		13.60		13.73	
4 Years	14.15		14.28		14.41	
5 Years	14.79		14.92		15.05	

Article 32  
P. E. R. S.

Section 1. The Employer shall maintain all statutory deductions as required by the Public Employees Retirement System, all in accordance with the Ohio Revised Code.

Article 33  
Hospitalization

Section 1. During the term of this Agreement, the Employer agrees to provide to each employee the same choices of coverage, and pay the same percentage of the cost of providing the coverage as provided by the County Commissioners to non-bargaining unit employees paid from the General Fund of the County.

Section 2. Should the Employer propose to substantially change coverage terms or charge employees a portion of the premium, the employer will notify the Union a minimum of sixty (60) days prior to the proposed change. Upon notification of the Employer, the Union will be given an opportunity to negotiate the effects of the changes with the Employer prior to the effective date of the change.

Article 34

## Expense Reimbursement

Section 1. Employees, who have been authorized by the Employer to travel in the course of conducting authorized business, shall be reimbursed for said travel as follows:

- A. **The mileage rate will be the current Commissioners rate for the life of the contract.** Employees shall be reimbursed for actual miles, (with Lisbon as the starting and ending points), while on official business at the **Commissioners** rate. This rate only applies when the employee is using his/her own personal vehicle. Such payment is considered to be total reimbursement for all vehicle - related expenses.
- B. Charges incurred for parking and highway tolls are reimbursed at the actual cost, with receipts required.
- C. .No expense reimbursements are paid for travel between home and County Office.
- D. **The meal expense will be at the rate of the current Commissioners rate for the life of the contract.** Expenses for meals will be reimbursed at the **Commissioners** rate per meal, with the approval of the Employer. Said meal reimbursement shall occur only when travel extends through a normal meal period. Any meal that is authorized and exceed the established rate contained herein shall be reimbursed at the actual cost, with a receipt required.
- E. Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travel out of the County on official business, and such travel requires and overnight stay. Motel expenses will be reimbursed only with prior written authorization of the Employer.

Section 2. The following items shall not be subject to reimbursement:

1. Entertainment
2. Laundry/Dry Cleaning
3. Room Service Charge
4. Expenses for spouse traveling with employee
5. Any allowable expense where no receipt is provided

Section 3. Upon return from travel, employees shall file an expense report, with all receipts and mileage attached. Receipts are required for all reimbursable authorized expenses.

## Article 35 Residency

Section 1. Effective the execution date of this Agreement, all members of the bargaining unit shall reside within the boundaries of the County of Columbiana. All new employees hired after the date of the execution of this Agreement, shall, as a condition of employment, reside in the County of Columbiana. Failure to do so will result in termination of employment.

Section 2. The address reported to the Auditor's Office shall be the official residence address of the employee.

Article 36  
Health and Safety

Section 1.

- A. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his/her employees.
- B. The employee(s) accepts the responsibility to maintain his/her tools , equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety and safe working methods of the Employer

Section 2.

- A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions became apparent.
- B. The supervisor will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any, which are found. The supervisor shall be responsible for ensuring that all safety rules and safe working methods are followed by his/her employees.
- C. The supervisor will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

Article 37  
Savings Clause

Section 1. This Agreement shall supersede any present and future State and local laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement

invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had been included herein.

Section 3. If in the event any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the GMP shall meet within thirty (30) days for the purpose negotiating a satisfactory replacement of such provision.

Section 4. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

#### Article 38 Waiver in Case of Emergency

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal State legislature, or the Board of County Commissioners, or such acts of God and civil disorder, the following conditions of the Agreement shall be automatically suspended:

- a. time limits for the Employer's or Union's reply on grievances; and,
- b. all work rules and/or provisions of this Agreement and practices relating to the assignment of all employees.

Section 2. Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

Section 3. Those provisions of this Agreement relating to established rates of pay, shall not be waived during said emergencies as defined in Section 1 above.

Section 4. Any event described in Section 1 above shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

#### Article 39 Duration of Agreement

Section 1. This Agreement shall be effective as of **May 1, 2009**, and shall remain in full force and effect until **April 30, 2012**, unless otherwise terminated or reopened as provided herein.

Section 2. If either party desired to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days. Such notice shall be certified mail with return receipt.

Section 3. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreement, either oral or written, are hereby canceled. Therefore, the Employer and the Union for the life of his Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the Agreement; even though such subjects or matters may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement shall remain in full force and effect during the period of negotiations of a new Agreement.

*Signature Page*

*IN WITNESS THEREOF, the representative of the COLUMBIANA COUNTY BOARD OF COMMISSIONERS and GLASS, MOLDERS, POTTERY, PLASTICS & ALLIED WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, have hereunto set their hands this 30 Day of \_\_\_\_\_ 2009.*

*GLASS, MOLDERS, POTTERY, PLASTICS & ALLIED WORKERS INTERNATIONAL  
UNION, AFL-CIO, CLC*

*COLUMBIANA COUNTY BOARD OF COMMISSIONERS*

*Penny Traina  
Commissioner*

*Jim Hoppel  
Commissioner*

*Daniel Bing  
Commissioner*

*Sondra Powell  
GMP Executive Officer*

*Karen Reed  
Local #384 Conferee*