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FINAL

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE EMPLOYMENT RELATIONS BOARD
2011 MAR -7 P 2:09

PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT

AND

FREIGHT DRIVERS, DOCKWORKERS AND HELPERS UNION, LOCAL 24

Effective: November 1, 2010
Expiration: October 31, 2013

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Portage County Solid Waste Management District, hereinafter referred to as the "Employer" and Freight Drivers, Dockworkers and Helpers, Teamsters Local Union #24, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees to the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the citizens of Portage County and customers of the Employer; 4) To avoid interruption or interference with the efficient operation of the Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and 6) to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

ARTICLE 3 RECOGNITION

3.01 The Union is recognized as the sole and exclusive representative for all employees in the bargaining unit defined in Section 3.02 for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

3.02 The Union's exclusive bargaining unit includes the following job classification and the Employer will not recognize any other Union as the representative for any employees within such classifications:

Included: All full-time service and maintenance employees including the following classifications: Material Processor, Line Captain, Equipment Operator, Maintenance Worker, Truck Driver, Hazardous Waste Specialist, Mechanic I, Mechanic II, Baler Operator.

Excluded: All clerical employees, management level employees and supervisors as defined in the Act, all part-time employees, all casual and seasonal employees, all other employees of the Employer.

3.03 In the event the name of the classification in the bargaining unit is changed and the work duties remain substantially unchanged, the Employer will promptly notify the Union of said change.

ARTICLE 4 NON-DISCRIMINATION

4.01 The Employer and the Union agree not to unlawfully discriminate against any employee with respect to terms, or conditions of employment because of such employee's race, color, religion, sex, national origin, age, or disability.

4.02 The Employer and Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activities and/or support of the Union or because the employee does not support the Union or participate in Union activities.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation at the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alternatives by revising either process or equipment or both; 10) determine reasonable work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 6 DUES DEDUCTION

6.01 The Employer will deduct Union dues monthly from the paychecks of employees who have written dues deduction authorizations on file with the Payroll Department. Written dues deduction authorizations shall be revocable by the employee. Deductions shall be made during the first pay period of each month and shall be transmitted to the Union no later than the 15th day following the end of the pay period in which the deduction is made. An alphabetical list of employees for whom deduction have been made, indicating the amount of the deduction, shall

be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an employee's first month pay is insufficient for deduction, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

6.02 The Union will indemnify and hold the Employer harmless from any action growing out of the deductions made by the Employer hereunder.

ARTICLE 7 FAIR SHARE

7.01 Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee.

Any future employee after thirty-one (31) days, shall as a condition of employment pay to the Union, through payroll deduction, a fair share fee. The Employer shall have the sole discretion to discharge newly-hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union.

Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee.

7.02 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 8 NO STRIKE/NO LOCKOUT

8.01 The Union shall not directly, or indirectly, call, sanction, instigate, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage, or slowdown at any operation or operations of the Employer for the duration of the Labor Contract.

8.02 The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.

8.03 In the event any violation of this Article occurs, the Union will immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or

operations of the Board is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

8.04 The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

8.05 Violation of this Article shall be sufficient grounds for disciplinary action as determined by the Employer.

ARTICLE 9 BULLETIN BOARD

9.01 The Employer shall provide the Union with a bulletin board at a mutually selected location.

9.02 All Union notices which are to be posted on the bulletin board shall be submitted by the Steward to the District Director or his/her designee. Union notices relating to the following matters may be posted by the Steward without receiving prior approval of the District Director:

A. Union recreational and social meeting;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections.

9.03 All other notices of any kind not covered in A through E above must receive prior approval of the District Director or designee. The Director has the right to remove any notice not receiving prior approval as required by this section. It is also understood that no material will be posted on the Union bulletin board at any time which contains 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 any employee organization, regardless of whether the organization has local memberships;

D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

9.04 No Union related material of any kind may be posted anywhere in the Employer's facility or on the Employer's equipment except on the bulletin board designated for use by the Union.

ARTICLE 10 UNION REPRESENTATION

10.01 The Union shall notify the Employer in writing of the names of all employee Union representatives, such as Steward and Alternate Stewards. Union representatives will not be recognized by the Employer under the terms of this Agreement until the Employer is properly notified in writing.

10.02 The Employer agrees to recognize under the terms of this Agreement, one Steward and one alternate for all the bargaining unit employees.

The authority of the Steward shall be limited to, and shall not exceed the following duties and activities: The investigation and presentation of grievances in accordance with and as authorized by the Union and its officers.

The Alternate Steward shall have the same authority as the regular Steward but shall only have this authority in the absence at the regular Steward.

10.03 The Steward shall have the right, during working hours and without loss of regular pay, to perform the following functions as reasonably necessary:

A. Represent employees, when requested and where specifically provided by this Agreement, in conferences with the Employer or its representatives.

B. Represent employees, when requested, in grievance hearings as defined in this Agreement.

C. Prepare and investigate grievances provided there will be no interruption to the Employer's work schedule.

10.04 The activities of non-employee Union representatives shall be governed as follows:

A. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, discussing and/or investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Employer's working schedule. Such access may begin one-half (1/2) hour before the regularly scheduled work day, and extend one-half(l/2) hour beyond the end of the regularly scheduled work day.

B. Any authorized Union agents seeking such access shall notify the person designated by the Employer twenty-four (24) hours in advance as to the time and nature of the business. The giving of advance notice shall not be required when the Union agent is seeking access for the purpose of investigating a grievance, which is pending or immediately imminent.

Upon arrival, the agent shall notify the person designated by the Employer of the arrival, where the agent intends to go and the estimated time of departure. The agent shall also notify the person designated by the Employer when actually departing.

10.05 Any employee representative failing to abide by the provisions of this Article shall be subject to appropriate disciplinary action.

10.06 A Union Steward and/or business agent and/or Union legal counsel shall be an employee's exclusive representative(s) under the provisions of this Article or Article 34, Grievance and Arbitration Procedure, for all disciplinary matters. No other representative of the employee shall be recognized by the parties or allowed to participate in or attend any of the proceedings or provisions of this Agreement.

ARTICLE 11 PROBATIONARY PERIOD

11.01 The probationary period for all newly hired employees shall not exceed one hundred fifty (150) calendar days. The promotional probationary period shall not exceed ninety (90) calendar days.

Newly hired employees shall have no seniority during the probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

11.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

ARTICLE 12 SENIORITY

12.01 Job classification seniority shall be defined as an employee's length of continuous service while in the bargaining unit. The employee shall receive credit for all time spent on the Employer's payroll in that classification.

12.02 Portage County Solid Waste Management District employment seniority shall be defined as an employee's continuous length of service, effective from his/her date of hire. County employment seniority would be applied for the purpose of accruing such benefits as vacation and accrued sick leave. Seniority shall be terminated when an employee:

A. quits or resigns;

B. is discharged for just case;

C. is laid off for a period of more than twenty-four (24) consecutive months for any employee laid off prior to the effective date of this Agreement or more than eighteen (18) consecutive months for any employee laid off after the effective date of this Agreement ;

D. is absent without authorized leave for five (5) consecutive working days. For purposes of this provision, "authorized leave" shall mean any available leave in this Agreement, including FMLA leave;

E. fails to report to work when recalled from layoff within ten (10) consecutive working days from the date on which the Employer sends the employee notice, by certified mail that he has been recalled form layoff unless a satisfactory excuse is shown;

F. fails to return to work on expiration of a leave of absence;

G. retires.

12.03 The Employer will provide the Union with a list of all employees in the bargaining unit; listing name, job classification, date of hire, and date of classification not less than twice per year but must provide the Union with an update list whenever the Employer hires, layoffs, recalls employees form layoff or whenever an employee resigns or retires.

12.04 Any training offered by the Employer in operating equipment shall be first offered to the most senior employees who indicate an interest and demonstrate a basic ability to operate the equipment safely. The Employer will offer two (2) back-up positions for the Equipment Operator position which shall be posted and awarded in accordance with Article 25 to employees who are able to operate all equipment ordinarily used by the Equipment Operator including loader, tow motor, and skid steer. If an Equipment Operator is absent, and in the determination of the Employer a back-up has been sufficiently trained, the back-up operator(s) shall be offered the work based upon operational needs.

ARTICLE 13 LAYOFF AND RECALL

13.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth below.

13.02 Employee(s) within the affected classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the affected classification are laid off first

in the above respective order. "Departmental" shall be construed to mean the Solid Waste Management District.

13.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in any equal or lesser classification with the exception of Mechanics may bump Truck Drivers.

Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in any other classification pursuant to the provisions of the preceding paragraph. Employees who displace (bump) must return to their original job when a vacancy arises.

In all cases where an employee is exercising the employee's seniority to displace (bump) another employee, the employee's right to displace (bump) is subject to the conditions that the employee is qualified for the position and able to perform the functions and duties of the position into which the employee is attempting to displace (bump). The employee who bumps shall be paid at the rate of the position to which the employee bumped.

At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

13.04 Recalls shall be in the inverse order of lay-off. An employee must return to his/her former position from which he bumped. Anemployee laid off prior to the effective date of this Agreement shall retain the employee's right to recall for twenty-four (24) months from the date of the employee's lay-off. An employee laid off after the effective date of this Agreement shall retain the employee's right to recall for eighteen (18) monthes from the date of the employee's lay-off Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) working days from the date the employee receives the recall notice, shall be considered to have resigned the employee's position and forfeits all rights to employment with the Employer.

13.05 Employees scheduled for lay-off shall be given a minimum of ten (10) working days advance notice of lay-off.

ARTICLE 14 HOURS OF WORK OVERTIME

14.01 This Article shall not be construed as a guarantee of hours of work per day or per week.

14.02 The normal work period for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) hours each day or four (4) days of ten (10) hours each day. The hours shall be consecutive and only interrupted by the one-half hour lunch period. In the event it is necessary to modify the hours of work, or work period, from those existing at the time

of the Agreement, the Employer will notify the Union in advance.

14.03 The eight (8) hour day shall include two (2) fifteen (15) minute break time periods. Breaks in a ten (10) hour day shall be as practiced.

14.04 All employees will be allowed thirty (30) uninterrupted minutes for an unpaid lunch period which is to be taken at a time designated by the Employer, on or near the middle of the workday.

14.05 When an employee is required by the Employer to work more than forty (40) hours in a week or eight (8) hours in a day (excluding employees who work alternative schedules such as four (4) ten (10) hour days), as defined in this Agreement, the employee shall be paid overtime pay for such time worked at one and one-half (1 ½) times his/her regular rate of pay. The Employer retains the right to require reasonable overtime. Compensation shall not be paid more than once for the same hours under any provision of this Article of Agreement. The Employer or the Union has the right to propose mid-term bargaining over the issue of providing compensatory time in lieu of overtime and negotiate a compensatory time alternative.

14.06 For the purpose of computing overtime, only holidays and vacation time shall be counted.

14.07 Any employee arriving late for work, except for extenuating or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness. For purposes of defining tardiness, being late for work is not punching in prior to or at the start of an employee's shift. The Employer has the right to promulgate reasonable rules and regulations regarding attendance and to discipline employees for violations of these rules in accordance with the just cause standard provided in Article 34.

14.08 In the event a weather emergency is declared by the Governor, or the District Commissioners, or if the Sheriff declares a Level 3 Snow Emergency, or if the Employer otherwise determines and informs employees that work is canceled due to a weather emergency, employees shall be compensated for the number of hours which they were scheduled to work during the affected period but did not work by reason of such weather emergency.

ARTICLE 15 HOLIDAYS

15.01 In accordance with the Ohio Revised Code, all full-time employees will be granted the following paid holidays:

Holiday	Date
New Year's Day	1st of January
Martin Luther King Day	3rd of Monday of January
President's Day	3rd Monday of February
Memorial Day	4th Monday of May
Independence Day	4th day of July

Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	25th Day of December

15.02 If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

15.03 All employees in the job classification covered by this contract shall receive one and one-half (1 1/2) times their regular rate of pay for all hours actually worked on the day a holiday is observed in addition to their holiday pay.

15.04 Employees must work or be on active pay status on the day before and the day after the holiday to receive compensation for said holiday. Active pay status for purposes of this Article does not include paid sick leave. One day per each rolling year, each full-time employee shall have a five (5) minute tardiness grace period on a day before or a day after the holiday wherein the employee will still be entitled to receive compensation for said holiday, even though the employee was tardy. All other terms and conditions regarding tardiness are not affected by this provision and shall still apply.

ARTICLE 16 VACATIONS

16.01 Full-time employees shall be entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation to which an employee is entitled is based upon his/her length of service with the Employer and shall include prior service credit before April 1, 2001 with Portage County and with the State or any political sub-division of the State and shall be credited according to the following schedule:

Length of Service	Annual Vacation
1 year	80 hours (3.1 hours per day)
8 years	120 hours (4.6 hours per day)
15 years	160 hours (6.2 hours per day)
25 years	200 hours (7.7 hours per day)

16.02 Earned vacation shall accrue on an hourly basis based on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at the time. Employees will be permitted to accumulate unused vacation from year to year, not to exceed three (3) years of accumulation. Vacation may be taken in not less than four (4) hour increments.

16.03 Vacation leave is earned while on vacation or holidays.

16.04 Vacation hours accrued shall not exceed three (3) years vacation allowance. When

the maximum three (3) year vacation accrual is reached, the employee shall forfeit further vacation until the accrual is reduced.

16.05 Vacation requests must be made at least forty-eight (48) hours in advance of the vacation, unless an emergency arises. Employees shall be entitled to use up to sixteen (16) hours of accumulated vacation as emergency vacation in a calendar year. Employees must provide written documentation justifying the need for use of emergency vacation. Such requests shall not be unreasonably denied.

16.06 In the event that a holiday as defined herein falls within an employee's paid vacation period, such employee shall receive holiday pay and will not be charged vacation time for this day.

16.07 If an employee terminates employment after more than one (1) year of service, the employee is entitled to payment for all earned but unused vacation. Such benefit will be provided within thirty (30) days after written notice is given to the Employer.

16.08 If any employee dies while in the employ of the Employer, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, such unused vacation leave will then be paid to the employee's estate.

ARTICLE 17 UNION LEAVE

17.01 At the written request of the Union, a leave of absence without pay will be granted to a Union Steward or alternate to attend a Union convention or perform any other function on behalf of the Union. Any request for leave must be made at least seven (7) days prior to the date of such leave. No such leave shall exceed seven (7) days.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Leaves of absence without pay and any extension thereof must be applied for in writing to the District Director on forms supplied by the Employer, at least two (2) weeks prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of the requested leave shall be given to the employee in writing within one (1) week after the submission of the request. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given the reasons and evidence presented by the employee to the Employer. Any denial of the requested leave of absence will include the reason for the denial.

18.02 Any employee may, upon request, return to work prior to the expiration of any leave of absence.

18.03 When an employee returns to work after a leave of absence, the employee will be assigned to the position which the employee formerly occupied or to a similar position if the employee's former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during the employee's absence.

18.04 An employee who fails to return to duty upon expiration of a leave of absence without pay shall be considered absent without leave and subject to disciplinary action. An employee who fails to return to duty within three (3) days of completion of a leave of absence, without notification to the Employer, will be considered to have abandoned the employee's position and may be discharged for neglect of duty.

18.05 The Employer reserves the right to require that all paid leave must be exhausted prior to an employee being granted an unpaid leave of absence under this article.

ARTICLE 19 SICK LEAVE

19.01 All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status and may accumulate sick leave to an unlimited amount. Active pay status is defined as hours worked, hours on vacation, holiday leave and paid sick leave.

19.02 Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of the employee's immediate family or in cases of exposure to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others. For purposes of sick leave, immediate family shall include spouse, children, mother, father, and a person for whom the employee is legal guardian. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth, and medical, dental or optical examinations or treatment of an employee or a member of the immediate family.

19.03 An employee may use sick leave when there is a death of a member of the immediate family limited to three (3) days. This can be applied at the option of the employee and is in addition to the funeral benefit. For purposes of this provision, immediate family shall include spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents and a person for whom the employee is a legal guardian.

19.04 An employee who is to be absent on sick leave shall make a reasonable attempt to notify the Employer of such absences and the reason therefore not less than one-half (1/2) hour before the start of the employee's work shift each day the employee is to be absent, or as soon as possible in cases of extreme emergency.

19.05 Sick leave may be used in segments of not less than one (1) hour unless otherwise approved by the Employer.

19.06 When an employee is aware that he or she will be absent from work for two (2) consecutive days or more due to illness or injury, the employee shall notify his/her supervisor of the anticipated length of absence and will not be required to report off everyday. When an employee has advanced notice that he or she will be absent from work for three (3) or more consecutive days due to illness or injury, such as for a scheduled medical procedure or treatment, extended hospital stay, or the like, the employee shall be required to submit a statement from his/her physician indicating the nature of the illness or injury and the probable date of return to work. If the physician is unable to anticipate the employee's probable date of return to work, such statement shall be provided by the physician on a monthly basis. If an employee has an extended illness, which requires the use of all his/her accumulated sick leave, the employee may use his/her accrued vacation to cover such absence at his/her/her discretion. When all such paid leave is exhausted, the employee may apply for unpaid leave of absence as provided elsewhere in this Agreement.

19.07 At the time of an employee's retirement from active service with the Employer, the employee shall be paid one-forth (1/4) of the value of his/her/her/her earned but unused sick leave credit. The maximum of such payment, however, shall be for thirty (30) days for 1 to 5 years of service; forty-five (45) days for 5 to 10 years of service; sixty (60) days for 10 to 15 years of service; and ninety (90) days for over 15 years of service. To qualify for such payment, the employee shall have had, prior to the date of voluntary withdrawal, five (5) or more years of service with the Employer, the County, the State or any of its political subdivisions, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee. Eligible employees, retiring from active service, shall request such payment in writing in order to initiate the payment process.

19.08 After completion of one (1) full year of continuous employment with the Employer, all full-time non-probationary employees are entitled to personal days. Each full-time employee will receive twenty-four (24) hours of personal time each fiscal year. Personal days will be charged against an employee's sick leave although no illness is required in order to utilize them.

19.09 Requests for personal leave must be made at least twenty-four (24) hours in advance of the leave. Such requests shall not be unreasonably denied.

19.10 Abuse of sick leave shall be a disciplinary matter.

19.11 Any employee who is absent from work on sick leave for three (3) or more consecutive days shall be required to provide a statement from his/her physician indicating the nature of the illness or injury.

19.12 Any employee who uses sick leave the day before or the day after using vacation time or personal time shall be required to provide a statement from his/her physician indicating the nature of the illness or injury.

19.13 Any employee who uses sick leave in any combination of three (3) Mondays and/or Fridays in a calendar year shall thereafter be required to provide a statement from his/her physician indicating the nature of the illness or injury for any subsequent use of sick leave on a Monday or Friday in that year. This provision does not apply to instances where the employee uses sick leave for purposes of personal leave or funeral leave.

ARTICLE 20 FUNERAL LEAVE

20.01 An employee shall be granted time off with pay, to be deducted from the employee's sick leave and/or personal days, for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in the employee's immediate family, one of which must be the day of the funeral. In the event that the funeral is more than 300 miles from the Employer, the employee shall be entitled to a maximum of five (5) workdays.

ARTICLE 21 MILITARY LEAVE

21.01 Employees shall be entitled to military leaves as and to the extent required by federal and Ohio law.

ARTICLE 22 COURT LEAVE

22.01 An employee called for jury duty or subpoenaed as a witness during any portion of the employee's regularly scheduled work day shall be granted a paid court leave at the employee's regular rate of pay. To be eligible for court leave, an employee shall turn in to the Employer all compensation received for court service. An employee shall not receive compensation 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 should be accounted for through either leave without pay, vacation or personal leave.

22.02 When an employee is released from court or jury duty prior to the end of his/her/her scheduled work day, the employee shall report to work for his/her/her remaining scheduled hours, if practical. When an employee is required to report for court or jury duty after the start of his/her/her regularly scheduled work day, the employee shall report to work and shall be released from work in sufficient time to appear in court.

22.03 In order to be eligible for payment under this Article, the subpoenaed employee must notify his/her/her supervisor within seventy-two (72) hours after receipt of the subpoena or a notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 23 FAMILY MEDICAL LEAVE

23.01 The Employer shall comply with the provisions of the Family Medical Leave Act of 1993 and may adopt policies for such compliance.

ARTICLE 24 TRAINING

24.01 Any employee who desires to attend in-house job related training, courses or schools, and if sufficient funds are available, may request to attend such training, course or school not less than one (1) month prior to the commencement of such, training, course or school. Training will be provided for employees in seniority order. If the subject matter is able to be utilized in the District, such request shall not be unreasonably denied.

24.02 Subject to Section 24.01 all training courses or school shall be at the discretion of the Employer, which shall pay in advance any applicable registration fee.

24.03 The Employer agrees to reimburse employees for approved expenses incurred pursuant to paragraphs 24.01 and 24.02, above, only if the employee meets or exceeds the following criteria:

a) The employee successfully completes the course or school attended by obtaining a passing grade at 70% or better, and obtains the licenses or certificate for which the school or course was given.

ARTICLE 25 VACANCIES AND JOB POSTINGS

25.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of ten (10) working days. The announcement shall contain the job title of the vacancy, a brief job description including qualifications, the rate of pay, and the date of the posting and bid deadline date.

25.02 Any employee wishing to apply for the posted vacancy must submit an application in writing to the Director's office by the end of the posting period in order to be considered for the position.

25.03 If two (2) or more applicants are equal in qualifications, experience, education and past performance (disciplinary record, attendance, etc.), seniority shall govern and the most senior qualified applicant will be awarded the vacancy.

25.04 The effective date of the filling of the vacancy shall be as soon as possible, but no later than twenty (20) days after the selection has been made. The Employer will notify all applicants and the Union steward, or the Union steward's designee of the selection.

25.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit based upon qualification and seniority pending the Employer's determination to fill the vacancy on a permanent basis. If the Employer receives binding notice that the employee who vacated the position will not return to employment, then the Employer shall limit the period of temporary filling of the position to ninety (90) days. At the conclusion of this ninety (90) day period, the vacancy must be filled in accordance with paragraph 25.03 above, or the position abolished. In the event that the employee who vacated the position may return, the Employer may extend the period of temporary placement beyond ninety (90) days.

25.06 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. Temporary assignments for back-up positions are required to complete a probationary period equal to 75 days of work or 600 hours. The employee will be considered to have qualified on the new job when the employee satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar job. If, during the probationary period or at the end of the probationary period, it is determined that the employee cannot satisfactorily perform the new job, the employee will be returned to the employee's previously held position at his/her/her prior rate of pay and with no loss of seniority.

25.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

25.08 No employee shall be eligible for promotion under these provisions if the employee has not satisfactorily completed the required probationary period for the employee's existing position.

25.09 Employees working in the Truck Driver Classification will bid their routes by seniority on an annual basis. All routes will be posted for bid on December 1st of each year, and bidding will be completed by December 15th of each year and go into effect on January 1 of the following year. The route bid upon by the driver and the route awarded shall be substantially the same. A route will be substantially the same when a majority of the stops composing the route placed up for bid are the same when the route is awarded and the routes remain in the same geographic area.

Additional bids will be conducted when routes are changed in any substantial way as defined above. However, routes will not be rebid if the change occurs within sixty (60) days prior to the December 1st posting date.

Interim vacancies will be filled by seniority, but offered only to those drivers that did not have the opportunity to bid the vacated route at the most recent bid.

All newly created routes will be placed up for bid, by seniority, to all driver classification employees.

ARTICLE 26 UNIFORMS

26.01 The Employer shall provide uniforms to all employees who wish to wear such. Truck Drivers and Household Hazardous Waste Specialist employees shall be required to wear uniforms. Failure to wear uniforms as outlined by the Employer shall subject the employee to disciplinary action.

26.02 All employees shall be required to wear boots having sufficient protective qualities as determined and directed by the Employer. In November of each year, the Employer will provide Employees with a boot allowance of up to One Hundred and Twenty-Five ($125.00) dollars through an annual purchase order

Employees reporting to work without the required boots will not be permitted to begin work. The Employee will be considered absent without leave until he returns to work with the proper footwear.

ARTICLE 27 HEALTH AND SAFETY

27.01 The Employer shall use reasonable efforts to provide safe working conditions, equipment and work methods for the employees covered in this Agreement. The Employer shall not knowingly require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipment without the safety appliances prescribed by law. The Employer will cooperate and make every effort to eliminate needles and other harmful materials from entering the work area.

27.02 It shall be the duty of all employees covered by this Agreement to use and maintain the safety equipment provided by the Employer and to follow all safety rules and safe working methods recommended for their safety. The Employer will advise the Union seven (7) days prior to any revisions of safety rules or implementation of new rules. The Union retains the right to grieve any rule it deems unreasonable.

27.03 The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees where those rules have been reduced to writing and distributed to employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees, said rules shall be enforced without discrimination. Violation of Employer safety rules subject the offending employee to disciplinary action.

27.04 The employees shall immediately, or at the end of their shift, report any suspected defects in equipment to their immediate supervisor. The supervisor will make arrangements with the Maintenance Superintendent or designee to have the piece of equipment inspected. The equipment will be considered ready for the employees' further use when the inspection and/or any corresponding repairs have been completed.

It is understood between the parties that the Maintenance Superintendent or designee has the right to determine when equipment is safe and ready for use.

27.05 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting the next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

27.06 The Employer will provide protective devices or other personal protective equipment necessary to properly protect employees from injury while performing required job functions.

ARTICLE 28 SUBCONTRACTING

28.01 The Employer reserves the right to contract or subcontract out work. which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that performance by bargaining unit members is impractical or for rights emanated under Management Rights clause.

Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' workweek, or hourly rates of pay, or erosion of job classifications.

The Employer agrees to notify the Union in the event this Article is utilized.

28.02 Management personnel will not perform work normally performed by bargaining unit employees except for work that is ordinarily performed by the Maintenance Superintendent and Production Foreman. Due to the size of the bargaining unit, however, management personnel may fill in for bargaining unit employees when bargaining unit employees are off work due to schedule approved leave or unscheduled absences.

ARTICLE 29 PERSONNEL FILES

29.01 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his/her/her designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his/her/her personnel file upon written authorization from the employee and upon reasonable request made to the Employer.

29.02 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

29.03 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE 30 WAGES

Rates of Pay

Position	Effective 11/1/10
Material Processor	$12.40
Line Captain	$14.63
Equipment Operator	$14.63
Baler Operator	$15.72
Maintenance Worker	$15.92
Truck Driver	$17.00
Mechanic I	$18.34
Mechanic II	$19.68

The Parties agree to reopen negotiations on wages for the second and/or third year of this Agreement.

(a) The Hazardous Waste Specialist will be paid an additional premium of $1.00 per hour.

(b) Employees holding a Class A commercial driver's license and who are operating equipment that require a Class A CDL shall receive a $1.00 per hour differential in addition to their regular salary for all hours worked.

(c) Material Processors, Line Captains and Equipment Operators shall receive $.50 per hour less than the top rate during the probationary period. This probationary reduction in pay shall not apply to Back-up Equipment Operators who are promoted to a regular Equipment Operator position.

(d) Maintenance Workers and Household Hazardous Waste Specialists shall receive $1.00 per hour less than the top rate during their probationary period.

(e) Truck Drivers shall receive $1.00 per hour less than the top rate during their probationary period.

(f) If a new position is created in the Department that falls within the included description of the Recognition clause, the parties shall meet to negotiate the applicable wage rate and other terms and conditions of employment for the positions. If the parties cannot reach an agreement, the dispute resolution procedures of the O.R.C. 4117 shall apply.

(g) A tool allowance shall be provided to Mechanics as reimbursement for tools which are job related and customarily provided by the Mechanics in order to perform their job duties and responsibilities. In order to receive the allowance, Mechanics must submit a receipt for reimbursement. The allowance shall be limited to $380.00 per year of the contract. Unused allowances may not be carried over from contract year to contract year.

ARTICLE 31 OUT OF CLASSIFICATION WORK

31.01 Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay the employee is regularly paid, shall receive the employee's regular rate of pay for all time worked in such position.

31.02 Any employee who is temporarily assigned to work in a job classification and having a rate of pay higher than such employee's regular job classification, shall receive the higher rate for the hours actually worked. For purposes of this Article, the employee must work at least one-half (1/2) hour in the higher job classification, and time worked will be calculated in one-quarter (1/4) hour increments, rounded up to the nearest one-quarter (1/4) hour.

ARTICLE 32 INSURANCE

32.01 The Employer will provide to employees the same medical insurance coverage, and upon the same terms and employee conditions, if any, as that provided by the Portage County Commissioners for their other county employees. In any event, the bargaining unit members will not pay a higher premium for health insurance than any employee of the Portage County Commissioners Medical Coverage Plan.

ARTICLE 33 DISCIPLINE

33.01 Disciplinary action taken by the Employer shall only be for just cause. Discipline shall normally be applied in a corrective progressive manner, i.e., verbal warning, written warning, suspension, discharge. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

Discipline shall be applied by the Employer taking into account seniority, the

nature of the violation, the employee's record of grievable past discipline, and the employee's record of performance and conduct.

33.02 Any non-probationary employee who is suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. When an employee is to be disciplined or interviewed regarding a matter which may lead to discipline, the employee has the right to have a Union steward, Union official or alternate present.

33.03 The Employer shall serve the Union steward or the Union steward's designee a copy of any disciplinary action taken against any employee immediately after such action. A copy of the written notice will also be provided to the Union.

33.04 All suspensions shall be for a specific number of consecutive workdays and will be executed immediately unless mutually agreed otherwise by the Employer and the employee.

33.05 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters nine (9) months after their effective date for oral and written reprimands providing there is no intervening discipline during the nine (9) month period; and eighteen (18) months after their effective date for suspensions of one (1) or two (2) days providing there is no intervening discipline during the eighteen (18) month period; and twenty-four (24) months after their effective date for suspensions of three (3) or more days provided there is no intervening disciplinary action during the twenty-four (24) month period.

33.06 The Employer agrees that disciplinary actions against any bargaining unit employee shall be carried out in a private and businesslike manner.

ARTICLE 34 DISCIPLINARY PROCEDURE

34.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

34.02 All employees shall have the following rights:

a) An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

b) No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made, that the employee has a right to have a Union representative present, and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

c) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect the employee's hours, wages, or working conditions as the result of the exercise of the employee's rights under this procedure.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

34.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

34.05 Where the District Director seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

34.06 Discipline shall not be implemented until either:

1. the matter is settled, or

2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. The penalty is imposed concurrent with the Step 2 grievance hearing conducted by the District Director, or

4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

34.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the Notice of Discipline;

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. the employee is entitled to representation by a Union representative at every step of the proceeding;

34.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 34.12, until the matter is settled or the arbitrator renders a determination.

34.09 The following administrative procedures shall apply to disciplinary actions:

a) The appointing authority and the employee(s) involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority or designee is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of the written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that the employee is entitled to representation by the Union during the initial discussion.

b) If a mutually agreeable settlement is not reached at this informal meeting the appointing authority or designee will, within seven (7) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

c) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority or designee, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within seven (7) calendar days from receipt of the Notice of Discipline.

34.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

34.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all proposed settlements.

34.12 An employee may be suspended with pay at any time during the process if the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

34.13 The Union on behalf of all employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotions or discharge) to any Civil Service Commission.

ARTICLE 35 GRIEVANCE AND ARBITRATION PROCEDURE

35.01 A grievance is an employee or Union complaint alleging that management has violated or misinterpreted a specific Section and/or Article of this written Agreement.

35.02 The parties agree that it is their mutual desire to provide for the prompt adjustment of grievances with a minimum amount of disruption to work schedules. Every responsible effort will be made by the parties to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

PRELIMINARY STEP: An employee having a grievance will first attempt to resolve it informally with the Supervisor. If the employee is not satisfied with the response from the Supervisor, he may then proceed to Step 1.

STEP 1: Except for Policy Grievances which shall be presented at Step 2 and are defined as disputes involving a question of general application or interpretation of policies or where a group of employees is affected, the employee shall present the written grievance to the employee's immediate supervisor within seven (7) calendar days after the event upon which the grievance is based. The grievance form shall set forth details of the grievance and relief requested, and shall be dated and signed by the employee. The supervisor may meet with the employee and the Union steward, if the employee so requests, within five(5) calendar days in an attempt to adjust the grievance. The supervisor shall either schedule a meeting or provide an appropriate written answer within seven (7) calendar days following the day on which the supervisor was presented the grievance. If a meeting is scheduled, the supervisor shall have five (5) calendar days following the meeting in which to answer the grievance.

STEP 2: If the grievance is not satisfactorily settled in Step 1, the employee shall present it in writing to the District Director within seven (7) calendar days after the Step 1 answer. The District Director or his/her/her designee shall meet with the employee and a Union steward, if so requested, within seven (7) calendar days thereafter in an attempt to adjust the grievance. Within seven (7) calendar days after Step 2 meeting, the District Director shall give a written answer to the employee.

STEP 3: If the grievance is not satisfactorily settled in Step 2, the employee shall present it in writing to the Human Resources Director or his/her/her designee within seven (7) calendar days after the Step 2 answer. The Human Resources Director or his/her/her designee shall meet with the employee and the Union

Representative, if so requested, within seven (7) calendar days thereafter in an attempt to adjust the grievance. Within seven (7) calendar days after Step 3 meeting, the Human Resources Director shall give a written answer to the employee. If the grievance is not satisfactorily settled in Step 3, the Union may proceed to arbitration as provided in this Article on behalf of the affected employee.

35.03 The grievance shall be processed on a form provided by the Employer and in order to be considered must contain the following information: statement of the facts; date of the alleged event giving rise to the grievance; specific Article(s) Section(s) of the Agreement alleged to have been violated or misinterpreted; specific relief requested; name of supervisor and date grievance was informally discussed; and signature of grievant(s).

35.04 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance. If a group grievance is a policy grievance, it shall be filed directly at Step 1 of the procedure.

35.05 All grievances must be processed at the proper step in order to be considered at subsequent steps. If the grievance is not filed in a timely manner, it shall be deemed not to have existed. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time provided shall be considered resolved based upon the last answer. Any grievance not answered within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. When an employee covered by this Agreement represents himself in a grievance, the Employer will provide the Union with the opportunity to be present at the adjustment which shall not be inconsistent with the terms of this Agreement. The grievance and arbitration procedures provided in this Article shall constitute the sole and exclusive method for resolving grievances between the parties under the terms of this Agreement and there shall be no rights of appeal to the State Personnel Board of Review.

35.06 Should a grievant, after receiving the written answer to his/her/her grievance at Step 3 of the Grievance Procedure, still feel that the grievance has not been resolved to his/her/her satisfaction, he may, through the Union, request that it be heard before an Arbitrator. The Union must make written application to the Employer for arbitration within fourteen (14) calendar days of the written answer from the Human Resources Director at Step 3. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Human Resources Director.

35.07 Arbitration Procedure:

A. Within fourteen (14) calendar days following the receipt by the Employer of the Union's demand for arbitration, the parties will notify the next Arbitrator on the rotation of the permanent panel of Arbitrators.

B. The Arbitrator shall hold the arbitration hearing promptly, but no later than ninety (90) Calendar days from selection unless by mutual written agreement of the parties, and issue his/her/her decision within thirty (30) days thereafter. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement which are in question.

C. There is hereby created a permanent panel of arbitrators to be used for selection to hear arbitrations in accordance with this Arbitration Procedure. The individuals placed on this panel shall be: 1) James Mancini; 2) Nels Nelson; 3) Marvin Feldman; 4) Harry Graham and 5) Robert Stein.

Selection of an arbitrator will be rotated by random drawing. Once selected, the arbitrator will not be part of this process until all arbitrators have been utilized.

The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

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

35.09 The Arbitrator shall be without power or authority to make any decision:

A. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do no conflict with the Agreement;

B. Concerning the establishment of wage rates not negotiated as part of this Agreement.

35.10 The Arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. In the event of a monetary award the Arbitrator shall limit any retroactive settlement to the date the grievance was presented at Step 1 of the Grievance Procedure.

35.11 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.

35.12 The first question to be placed before the Arbitrator will be whether or not the grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

35.13 The decision of the Arbitrator will be final and binding upon the Union, the employee and the Employer. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union and the grievant.

35.14 All costs directly related to the services of the Arbitrator, the cost of any proofs purchased at the direction of the Arbitrator, the fee of the Arbitrator and the rent, if any, for hearing rooms shall be borne by the losing party.

35.15 Each party's cost of preparation for and participation in any arbitration hearing, and the expense, if any, of the witnesses shall be borne by the party incurring such expenses and/or calling such witness(es). The fees of the court reporter shall be paid by the party requesting one, unless both parties so request, in which case the parties shall divide equally the cost of such service, including transcription cost. For purposes of this Section, both parties will be considered to have jointly requested to the reporter if both parties order a copy of the transcript.

ARTICLE 36 CDL

36.01 All Employees in the classifications of Truck Driver must retain a CDL as a condition of employment. In the event an employee's CDL is suspended, revoked or restricted, the employer shall have the right to take disciplinary action against the employee, up to and including termination, if the deficiency is not resolved within thirty (30) days. Within that time period, the Employer has the right to assign the affected Employee to perform the duties of another job classification and the Employee shall receive the rate of that job classification. An Employee is obligated to immediately report any deficiencies against his/her CDL to the employer. The Employer will run random checks on an employee's CDL.

Nothing in this Article shall supercede, replace, or modify the Employer's current policy regarding the driving rights and responsibilities of employees, which shall be referred to as Resolution #07-050 effective November 15, 2007.

ARTICLE 37 HEADINGS

37.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section or affect any interpretation.

ARTICLE 38 PLURAL

38.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 39 SAVINGS CLAUSE

39.01 Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of or contrary to, state, or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code Section 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void. If any portion of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 40 LEGISLATIVE APPROVAL

40.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 41 TOTAL AGREEMENT

41.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

Any and all written agreements (existing and future) that have been signed by the parties, except those that have been incorporated into this Agreement, cannot be altered without the

agreement of the parties, or as set forth in the written agreement. Written and signed agreements between the parties are subject to the Grievance and Arbitration Procedures provided by this Agreement.

ARTICLE 42 WAIVER OF NEGOTIATIONS

42.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right arid opportunity are set forth in this Agreement.

42.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition each party agrees that the other shall not be obligated to negotiate regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 43 DURATION

43.01 This Agreement shall become effective November 1, 2010 and shall remain in full force and effect until midnight October 31, 2013 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this agreement.

ARTICLE 44 **EXECUTION**

44.01 In witness whereof, the parties hereto have caused this Agreement to be duly executed this 8th day of February, 2011.

FOR THE UNION:

Freight Drivers, Dockworkers and Helpers Union, Local 24

FOR THE EMPLOYER:

Portage County Solid Waste Management District

RESOLUTION

No. 11-010

STATE EMPLOYMENT RELATIONS BOARD
2011 MAR -7 P 2: 09

RE: ACCEPT LABOR CONTRACT BETWEEN THE PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT AND FREIGHT DRIVERS, DOCKWORKERS AND HELPERS UNION, TEAMSTERS LOCAL UNION #24.

It was moved by Christopher Smeiles, seconded by Tommie Jo Marsilio that the following Resolution be adopted:

WHEREAS, the Board of Commissioners for the Portage County Solid Waste Management District did enter into labor negotiations with Teamsters Local Union #24; and

WHEREAS, the Board of Commissioners and the union have reached an agreement for a new 3-year labor contract; now therefore be it

RESOLVED, that the Portage County Board of Commissioners of the Solid Waste Management District does hereby accept the terms and conditions of the new labor agreement between the Board of Commissioners and the Freight Drivers, Dockworkers and Helpers, Teamsters Local Union #24, effective November 1, 2010 and expiring on October 31, 2013; and be it further

RESOLVED, that the Board of District Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice Vote as Follows:

Christopher Smeiles, Yea; Maureen T. Frederick, Yea; Tommie Jo Marsilio, Yea;

* * * * *

I, Clerk of the Board of District Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution of the Board duly adopted February 10, 2011 and appearing upon the official records of said Board, Journal 4.

Deborah Mazonec

Clerk, Solid Waste District Commissioners

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March 2, 2011

STATE EMPLOYMENT
RELATIONS BOARD
2011 MAR -7 P 2:09

Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Re: Portage County Solid Waste Management District and Freight Drivers, Dockworkers and Helpers Union, Local 24

Dear Clerk:

For filing, please find enclosed the original fully executed Collective Bargaining Agreement and Resolution regarding the above referenced matter.

Thank you for your anticipated cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jeffrey C. Miller

JCM/lh

Enclosure

438/SERB ltr 03-02-11