



AFSCME.



Summit County Employees Local 1229

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02/21/2014



AN AGREEMENT

Between

THE COUNTY OF SUMMIT

and

OHIO COUNCIL 8 AND LOCAL 1229

of the

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

EFFECTIVE: APRIL 1, 2011

EXPIRES: MARCH 31, 2014

**THIS CONTRACT PRINTED BY
MEMBERS OF AFSCME LOCAL 1229**

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**ARTICLE 1
AGREEMENT/PURPOSE**

1.01 This Agreement, entered into by the County of Summit, hereinafter referred to as the "Employer," and Ohio Council 8 and Local 1229, both of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

1.02 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the parties, and all prior agreements, oral or written, are hereby canceled.

**ARTICLE 2
BARGAINING UNIT**

2.01 The Union is hereby recognized as the sole and exclusive representative of employees in the appropriate bargaining unit for the purpose of negotiating the rates of pay, hours, of work, and all other conditions of employment.

2.02 The Employer and Union agree that the following classifications comprise the bargaining unit:

Bargaining Unit Classifications:

Account Clerk I, Assistant Poundkeeper, Automotive Mechanic I, Automotive Mechanic II, Building/HVAC Inspector, Building Standards Clerk I, Building Standards Clerk II, Chemist, Clerk, Code Technician, Collection Specialist/Cashier, Communication Clerk, Communication Specialist, Correctional Repair Worker, Custodial Worker, Deputy Dog Warden, Electrical Inspector, Electrician I, Electrician II, Electronic Instrument Technician, Engineer Technician I, Environmental Technician I, Environment Technician II, Field Engineering Inspector, Fire Protection Inspector, Housing Rehab Specialist, Housing Rehab Specialist II, Laboratory Technician-in-Training, Laboratory Technician, Laborer, Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Repair Worker, Mason, Mechanic Helper, Office Machine Operator, Plumbing Inspector, Project Inspector I, Project Inspector II, Pump Maintenance, Sewer Maintenance I, System Operator I, System Operator II, Utility Maintenance Worker I, Utility Maintenance Worker II, , Utility Billing Clerk, Utility Locator, Technical Printing Systems Operator, Wastewater Treatment Plant Operator-in-Training, Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Plant Operator III, Work Relief Crew Leader, Computer Monitor/Maintenance Aide (Part-time), Weatherization Estimator/Inspector, Weatherization Inspector II, Weatherization

Control Specialist.

2.03 All other classifications, including Secretaries permanently assigned to Directors, Administrators and Assistant Administrators, are excluded from the bargaining unit including student employees, part-time, seasonal, temporary, and intermittent employees. Bargaining unit work may be performed by part-time, temporary, seasonal or other employees excluded in this Section.

2.04 Employees in all newly created job classifications shall be covered by the terms and conditions of this Agreement, provided such classification(s) is similar to any classification in the bargaining unit. The Employer shall notify the Union, in writing, within ten (10) days of the establishment of such classification and furnish the Union with a copy of the job description at this time. The parties shall meet for the purpose of negotiating a wage rate and dispute, if any, in the job descriptions. In addition, the Employer shall give the Union written notice of any proposed changes in current job descriptions, listing such proposed changes. Any job classifications that are deleted due to position abolishment or otherwise, and not included in paragraph 2.02, above, shall be automatically included, should such job classifications be recreated or reused.

ARTICLE 3 SEVERABILITY

3.01 If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

3.02 The Union and Employer shall meet within a reasonable period of time to negotiate alternatives to the language that has been determined invalid by a court of competent jurisdiction.

ARTICLE 4 WAIVER IN CASE OF EMERGENCY

4.01 In the case of circumstances beyond the control of the Employer such as riot, flood, civil disorder, and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other employees, the following conditions of this Agreement shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Employer or his designated representative, or the Governor of the State of Ohio:

- A. Time limits for replies on grievances;

- B. Limitations on distribution of work assignments;
- C. Limitations on distribution of overtime;
- D. In addition and notwithstanding other Articles of this Agreement, the Employer or his designated representative reserve the right, during any such emergency, to assign employees to work without regard to their employment classifications.

4.02 **Weather Emergency Pay.** When an emergency is declared by the Executive, or his designated representative, necessitating a building closure, employees shall be compensated in accordance with Section 22.05 of the Agreement.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, sexual orientation, age, national origin, or disability. Nothing in this Agreement shall provide any additional rights, privileges, recourse, or remedy other than those already provided by State or Federal law.

5.02 All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

5.03 The Employer and Union agree that membership in the Union is voluntary and that neither will discriminate against any employee because of such employee's membership or non-membership in the Union.

ARTICLE 6 SENIORITY

6.01 Employees shall be entitled to exercise their seniority rights in accordance with the terms and conditions outlined in this Agreement.

6.02 "County of Summit Seniority" means the uninterrupted length of continuous employment within the various offices of elected County office holders. County of Summit seniority shall be used only for PERS purposes and for calculation of vacation accrual or calculation of benefits by the County.

6.03 "Bargaining Unit Seniority" shall be defined as an employee's uninterrupted length of continuous employment within the bargaining unit. A probationary employee shall have no bargaining unit seniority until he/she satisfactorily completes the probationary period which will be added to his/her total length of continuous employment in the bargaining unit.

6.04 An employee's bargaining unit seniority shall be terminated when one or more of

the following occur:

- A. The employee Resigns;
- B. The employee is Discharged for just cause;
- C. The employee is laid-off for a period of time exceeding eighteen (18) months;
- D. The employee retires;
- E. The employee fails to report for work three (3) consecutive working days without having given the Employer advance notice of his pending absence, unless it has been shown that he was physically unable to do so as certified by the appropriate authority;
- F. The employee is unable to perform his job duties after the expiration of any leave applicable to him; and
- G. The employee refuses to recall or fails to report to work within seven (7) days from the date the employee receives a recall notice, by certified mail.

6.05 A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. In the event the Employer voluntarily reinstates an employee from a termination lasting less than 31 days, such termination shall not constitute a break in continuous service. A break in service, as described in this section, constitutes an interruption in continuous service and accrual of seniority time after such break shall begin with any subsequent appointment.

6.06 If two (2) or more employees are hired or appointed on the same date, their relative bargaining unit seniority shall be determined by the drawing of lots.

6.07 Any employee who leaves, or has left the bargaining unit to accept another position under the jurisdiction of a Summit County office holder will have his/her bargaining unit seniority frozen. Such bargaining unit seniority shall be frozen and held until such time as the employee re-enters the bargaining units, if ever such occurs. Employees, who re-enter the bargaining unit after leaving to accept another County position, will again begin to accrue bargaining unit seniority from the date of most recent re-entry. Any employee who leaves the bargaining unit to take another County position will be subject to all other County ordinances or collective bargaining agreements, as applicable.

**ARTICLE 7
MANAGEMENT RIGHTS**

7.01 The Union recognizes that except as otherwise expressly limited in this Agreement, it is the exclusive function of the Employer to maintain order, discipline, efficiency, and to generally operate the County; and to hire, direct, classify, assign, transfer, evaluate, promote, demote, and layoff employees; and also to suspend, discipline, or discharge employees for just cause, provided that a claim by an employee that he has been demoted, suspended, disciplined, or discharged without just cause, may be made subject to the grievance procedure and dealt with as herein provided; to promulgate and enforce reasonable rules and regulations; to determine the classifications, size and duties of the workforce; to determine work methods, standards, materials, and equipment; to determine reasonable overtime requirements; to assign and allocate work within departments; to reorganize, discontinue, or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried on; and to otherwise generally carry out all other ordinary and customary functions of management.

**ARTICLE 8
UNION SECURITY**

8.01 The plan of voluntary Union dues deduction, initiation fees, and assessments of members as authorized by Section 4117.09 (B) (2) of the Ohio Revised Code, shall be in effect under this Agreement. The parties acknowledge that any employee who is not part of the recognized bargaining unit will not be subject to any Union dues deductions, initiation fees, or assessments. The form for dues deduction authorization shall be furnished by the Union. The Union shall annually afford its members an opportunity to cancel their dues deductions during the period of December 1 through December 31 of each year.

8.02 Previously signed and unrevoked authorization cards shall continue to be effective for current and reinstated employees.

8.03 Deductions, referred to in section 8.01, above, shall be made one time per month. The deductions will be submitted to the Treasurer of Local 1229 AFSCME, within ten (10) days following deduction, accompanied by an alphabetical listing showing each employee, his or her social security number, and the amount deducted. A copy of the dues deduction listing shall be submitted to Ohio Council 8 at the time it is submitted to the local Union.

8.04 The Employer's obligation to make deductions shall terminate automatically upon timely receipt of a revocation, as provided under Section 8.01, above, (subject to the Fair Share Provisions of this Article), a copy of which shall be submitted in writing, by way of certified mail, by the employee to the Union and Administrator of Personnel. The Employer's obligation to deduct dues, initiation fees, and/or assessments shall also terminate upon termination of employment, transfer to a job classification outside the bargaining unit, layoff from work, and any authorized unpaid leave of absence. Such deduction shall automatically commence upon the rehire of such employee affected or transfer of such employee affected to a job classification within the bargaining unit. Such deductions of dues, initiation fees, or assessments shall cease

transfer to a job outside the bargaining unit, layoff or unpaid leave of absence occurs. The Union will be notified, by the Employer's offices, of the names of such employees during the month following the month in which the termination, transfer, layoff or unpaid leave takes place.

8.05 The Union shall notify the Employer, in writing, of any increase in the current dues, initiation fees, and/or assessments being deducted. Such increase shall be deducted in the second pay period of the month following notification of any increase.

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

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

8.07 Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union.

8.08 Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction. The Employer's obligation to deduct a fair share fee shall cease upon termination of employment, transfer to a job classification outside the bargaining unit, layoff from work, and any authorized unpaid leave of absence. Furthermore, the Employer shall not be required to remit to the Union the monthly fair share fees of Union members during the period of an authorized or unauthorized strike, walkout, or other job action by the Union or its membership, or upon contract termination.

8.09 Changes in the amounts to be deducted shall become effective during the month following their actual receipt by the Employer.

8.10 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of complying with any of the provisions of the Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

8.11 This Article constitutes the entire Agreement between the Union and the Employers with regard to fair share fee. All other agreements are hereby rendered void.

**ARTICLE 9
UNION REPRESENTATION**

9.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure, shall be known as stewards. Each steward shall have an alternate who shall act as the steward when regular stewards are unavailable from work. The Union shall determine the locations in which the steward is to function and agrees that each steward shall restrict their activity to the specific division, as outlined in Section 9.03 of this Article, in which the steward is authorized by the Union to act in its behalf. The Union shall notify the Labor Relations Administrator in writing of said locations, stewards, and their alternates annually or when changes occur.

9.02 In each representative division, the Union employees in each of the representative division(s) as outlined in Section 9.03 of this Article shall be represented by a steward or an alternate steward in the absence of the steward. The steward or alternate steward shall be a regular employee working in that division. In addition to the authorized stewards, the Union may designate a Chapter Chair. The authorized functions of the Chapter Chair shall be:

- A. Replacing absent stewards or alternate stewards in processing grievances under the Grievance Procedure.
- B. Representing the Union at the third step of the Grievance Procedure.
- C. Representing the Union or employees under any other provisions of this Agreement.

9.03 The representative districts for the departments under the Executive Office shall be as follows:

- A. Sewer, Garage and General Office Division A
- B. Plants & Pumps Division B
- C. Building Standards Division C
- D. Animal Shelter Division D
- E. Ohio Building & Courthouse Division E
- F. Janitorial Division F
- G. Juvenile Court Division G

H. Department of Development Division H

9.04 Union officers (vice-president and chapter chairperson), a Steward or Alternate Steward, who need to leave his/her assigned work area during working hours, in connection with the investigation or processing of a grievance and/or appeal, shall be excused for a reasonable amount of time, provided prior authorization has been obtained from the immediate supervisor/department manager. The Union representatives listed in this paragraph will be required to use the authorization forms provided by the Employer for the accounting of such time and this is attached to this Agreement as Appendix "C".

When feasible, the employee representative shall be excused within the day of the request, but no later than the following day of the request. The vice-president, Chapter Chairperson or Steward, shall be excused to leave work to represent a member(s) of the Union at scheduled hearings.

The Union President shall normally be provided forty (40) hours per week for Union business related to the administration of the labor agreements of the County of Summit. The Union President may, however, be required to perform his normal duties of his classification in emergency or related events. Moreover, the Union President shall be eligible for overtime in his classification as set forth in this Agreement.

9.05 To secure pay for time off afforded by the Employer during their regularly scheduled working hours, under Section 9.04 of this Article, a Steward or an Alternate Steward or Chapter Chair, will be required to use the authorization required on the forms which will be provided by the Employer for the accounting of such time.

9.06 The Stewards', Alternate Stewards', and officers' names or any changes shall be furnished to the Personnel Department and Labor Relations Administrator in writing before they are recognized as such by the Employer.

9.07 Accredited Ohio Council 8 representatives of the Union may have access to the working area of its members at reasonable times during the working hours provided prior approval is obtained from the Labor Relations Office, who must immediately advise the Union member's immediate supervisor. A list of accredited Ohio Council 8 representatives will be furnished to the Labor Relations Administrator each year or as change takes place.

9.08 Up to three (3) employees, including the Local Union President, shall be permitted time off up to a maximum of five (5) working days each, per calendar year, without loss of pay to attend Union conventions or conferences. The Union President will be permitted a maximum of fifteen (15) working days.

9.09 Once each month, Union officers shall be permitted to meet with all employees hired the prior month for one (1) hours' duration, to inform said employee(s) of functions of AFSCME Local 1229. Employer facilities shall be made available for this purpose.

**ARTICLE 10
NO STRIKE NO LOCKOUT**

10.01 It is understood and agreed that the services performed by employees, included in this Agreement, are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage, or other action at any time during the term of this Agreement, which will interrupt or interfere with the operation of the Employer. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Employer. In the event of a violation of this Section, the union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption or normal work.

10.02 Should there be a violation of this Article, there shall be no discussion or negotiations regarding the difference or dispute, during the existence of such violation, or before normal work has been resumed.

10.03 The Employer agrees that he will not lockout employees, nor will he do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of services of the Employer.

**ARTICLE 11
LAYOFF AND RECALL**

11.01 Whenever the Employer determines a layoff or abolishment is necessary due to a lack of work, a lack of funds or for reasons of economy and efficiency, the Employer shall notify the affected employees and President of the Union no less than seven (7) calendar days in advance of the date of layoff or abolishment.

11.02 The Employer shall determine in which classification(s) and which work section(s) layoff or abolishment will occur. Within each classification affected, the progression of layoff shall occur in the following order:

- A. Intermittent, part-time, seasonal, temporary and student employees;
- B. New hires who have not completed their probationary period;
- C. Promoted employees who have not completed their probationary period;
- D. Employees who have completed their probationary period.

The order of layoff in each of the above categories shall be determined by the employee's length of bargaining unit seniority as defined in the Seniority Article.

11.03 Permanent full-time employees placed on layoff may first displace another employee with less County of Summit seniority in a lower classification within this bargaining unit and within their classification series. If an employee cannot displace within the lower classification series, then the employee may displace in the classification the employee held prior to their current classification within this bargaining unit. If the employee refuses to displace within their classification series, the employee waives all rights to recall to a lesser classification. If the employee does not have the right to displace or does not exercise the right to displace, the employee shall be laid off. Employees shall notify the Employer personnel office, in writing, using the form provided, of their intention to exercise their displacement rights within three (3) working days after receipt of notification of layoff.

Any employee who bumps into a lower classification within a classification series of one or two grades shall receive a 5% reduction in pay. If an employee bumps three or more classifications lower, the employee shall receive a 7% reduction in pay.

11.04 No new employees shall be hired or promoted into a classification in which employees are on layoff

11.05 Employees placed on layoff may request to receive payment for earned but unused vacation benefits.

11.06 Employees placed on layoff shall retain recall rights for up to a period of eighteen (18) months from the date of layoff.

11.07 Recall from layoff will be made in reverse order of layoff, that is the last employee placed on layoff from a classification shall be the first to be recalled. An employee may be recalled to a lower classification within their original classification series of layoff. Should the employee accept or decline such recall, they will retain their recall rights to their original classification of layoff. Each employee recalled from layoff shall be given a seven (7) day notice of recall by certified mail to their last known address as shown on personnel records, with a copy given to the Union.

An employee who fails to report to work on the date specified in the recall letter shall be deemed to have declined re-employment and the employee shall lose all recall and which would prevent an employee from returning to work, the employee must, prior to the date of recall, provide to the Employer a physician's statement certifying the employee's inability to return to work and must also obtain approval from the Employer for an extension. In no event will the Employer extend recall rights in excess of thirty (30) days for reasons of verifiable injury, illness, or other extenuating circumstances as determined by the Employer.

11.08 No section of the Civil Service laws contained in Ohio Revised Code Chapter 124, shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Summit County Human Resources Commission shall have no authority or jurisdiction as it relates to this Article.

11.09 Voluntary Layoff When the Employer elects to reduce the work force by layoff or position abolishment and one (1) or more employees in the affected classification(s) desire to be placed on voluntary layoff regardless of their seniority status, layoff shall be granted under the following conditions:

- A. The volunteer(s) with the most seniority shall be laid off first;
- B. Employee(s) who are placed on voluntary layoff may choose to return to work between the one hundred and fiftieth (150th) and one hundred and eightieth (180th) days after their voluntary layoff begins. This will result in the displacement (bumping) of the least senior employee in the returning employee's classification. If the employee, who volunteered for the layoff does not choose to return during the 150th and 180th days, he shall only be recalled in accordance with Sections 11.6 and 11.7 of this Agreement - except that he may only be recalled to a vacancy which occurs in the classification from which he was laid off.
- C. The Employer shall not challenge an employee's unemployment compensation claim, unless any employee refuses recall.

Waiving Bumping Rights. Any employee scheduled for layoff may elect to either accept layoff or to exercise his bumping rights as prescribed in this Article. Any employee who elects to accept layoff does not in any way affect his recall rights, nor will the Employer contest the employee's unemployment claim, unless an employee refuses recall.

ARTICLE 12 LABOR/MANAGEMENT COMMITTEE

12.01 On an as needed basis, up to three (3) members of management and up to three (3) representatives of the Union shall meet to discuss pending problems and to promote a more harmonious relationship between the Union and Employer. The number of participants at these Labor/Management meetings may be increased or decreased by mutual agreement of the parties.

An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The purpose of the shall be to:

- A. Discuss the administration of this Agreement.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.

- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.

12.02 It is further agreed that if special Labor/Management meetings have been requested, they shall be convened as soon as feasible.

Upon representatives of the Labor/Management Committee shall not suffer loss in pay for attendance at meetings provided by this Article. However, meetings which extend beyond the work day shall be on non-paid time.

ARTICLE 13 HEALTH AND SAFETY COMMITTEE

13.01 The Employer agrees to provide a healthful and safe work place for all employees and will comply with applicable laws and regulations relating to the health and safety of its employees.

13.02 A joint committee on Health and Safety, hereinafter referred to as the "Safety Committee," will be established and will consist of four (4) bargaining unit members appointed by the President of the Union, and four (4) Employer representatives. The Safety Committee shall:

- A. Meet at mutually agreeable times and places to review the department health and safety programs and make recommendations to the Personnel Administrator.
- B. Meet to review, discuss, and report on the various safety items and activities.
- C. Review and analyze Federal and State standards or regulations which affect the department.
- D. Review problems concerning health and safety and make recommendations to the Personnel Administrator regarding any protective equipment, devices, or clothing, examinations, or other related items deemed necessary.

Union representatives of the Safety Committee shall not lose pay while in attendance at meetings pertaining to this Article. However, meetings which extend beyond the work day shall be on non-paid time.

13.03 Bargaining Unit employees may be provided uniforms and shoes as required by the Employer. Each Department Head may promulgate rules for the provision and replacement,

if any, of uniforms. Employees who receive uniforms must wear such uniforms during all working hours or as otherwise stated by the Employer. Uniforms are provided for work purposes only and should not be worn during off-duty hours. Employees in need of special personal protective equipment may submit requests, along with proof, for the Employer's consideration.

ARTICLE 14 WORK ASSIGNMENT

14.01 Work normally performed by employees of the bargaining unit shall not be performed by supervisors, forepersons, or any other non-bargaining personnel except under the following conditions:

- A. Emergency, which would be defined as a riot, fire, flood, or where an emergency has been declared by the Employer or his designated representative or the Governor of the State of Ohio.
- B. For the purpose of instructing or demonstrating proper methods of work procedures, and for assessing or trouble-shooting.
- C. When the regular employees are not available.
- D. The Employer agrees, work normally performed by employees in the bargaining unit covered classifications, shall not be contracted or subcontracted unless there are insufficient employees to perform the necessary work, or bargaining unit covered employees do not have the skill, ability, technical knowledge, or necessary tools and equipment to perform such work. However, in such event, such contracting shall not jeopardize the employment of current employees, shorten their work week, or cause reduction of the employee's rate of pay.

14.02 Employees assigned by supervision to temporary duties, that may normally overlap duties of a higher classification, shall be paid their normal rate of pay within their current classification for the duration of the assignment.

When an employee is specifically assigned by supervision to a temporary working level in a higher classification, with a higher pay range, the employee shall be paid the start rate for that position, or a five percent (5%) increase in wages if the grade elevation is one (1) or two (2) grades, whichever is greater. If the grade elevation is three (3) grades or ore, the employee shall be paid the start rate of that position, or a seven percent (7%) increase in wages, whichever is greater.

An employee temporarily transferred to a lower classification, with a lower pay range, shall receive his/her regular rate of pay for all time assigned to the temporary transfer. If a sufficient number of employees do not accept the temporary transfer, the least senior employee shall be assigned.

ARTICLE 15
BULLETIN BOARDS

15.01 The Employer shall furnish, for the Union, bulletin boards for posting of the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of Union committees.
- E. Ruling or policies of the International Union of Ohio Council 8 or Local 1229 AFSCME.

15.02 Notices or announcements shall not contain anything political, or anything reflecting upon the County or any of its employees. Any violation of this Section by the Union shall entitle the Employer to cancel immediately the provisions of this Section and use of the bulletin boards by the Union.

15.03 The Employer and the Union agree that the following locations of bulletin boards shall be designated as follows:

- A. Plants #25 and #36; Plant #29
- B. Vehicle Maintenance Garage
- C. Environmental Services Main Office
- D. Building Services
- E. Animal Shelter
- F. Building Standards Department
- G. Courthouse Annex
- H. Sewer Maintenance Garage
- I. Juvenile Court
- J. Department of Development

In the event more bulletin boards are needed, the Union and the Employer shall

meet upon notice by the Union to consider locations indicated above when operations of the Employer are expanded.

15.04 The Union shall notify the Labor Relations Administrator in writing of its designee of the three (3) Union officials responsible for posting of notices in the designated areas.

ARTICLE 16 PROMOTIONS AND POSTINGS

16.01 The term “promotion” used in this provision, means the advancement of an employee to a position that carries a higher pay range than previously held by the employee.

- A. Whenever a job opening occurs, other than a temporary assignment in any existing job classification(s) or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on bulletin boards for five (5) working days, listing desired qualifications, starting hourly rate of pay/department or division where the vacancy exists including location (floor and facility, if available), the current hours of work, work week, days off the date of the posting, and the deadline date for accepting applications.
- B. During this posting period, employees who wish to apply for the open position may do so. The application shall be submitted online using the appropriate forms contained on the County employment website to the Human Resources Department. The employee must comply with the Employer’s procedures and requirements as set forth on the County employment website in order to be considered for a vacancy.

For employees on vacation, sick leave, or other authorized paid leave of absence, and during such absences a vacancy is posted, the Employer shall consider and accept such applications provided such employee submits an application for a vacancy that may exist, prior to the deadline date for accepting applications.

- C. The Employer shall schedule an interview for each qualified applicant and shall use only the following criteria when selecting the most qualified applicant(s): attendance, disciplinary action, related education, and related experience, written tests - if any required by the Employer, bargaining unit seniority, related training, structured interview, and other job related criteria as listed on the job posting. (for purposes of this article only, the criteria have been listed in alphabetical order, not necessarily in order of importance.) Employees may only be awarded two (2) postings within a twelve month period.

- D. If the employee fails to fulfill the responsibilities required by the new job during the probationary period, the employee shall have the right to return to their previous classification, or layoff status, if layoff was the employee's status.

16.02 Employees may exercise bargaining unit Seniority each calendar year between the periods of December 1st and 20th, with such changes taking place at the beginning of the first pay period after January 2nd of each calendar year to transfer to another shift or facility within the employee's own classification. Such transfers are conditioned on the employee possessing the ability to immediately perform the job's duties without any training. There shall be a thirty (30) day qualification period which an employee may be returned to the employee's previous position without any rights to appeal such return.

16.03 Employees in the same job classification shall be given their shift preference in the order of their seniority; except that when necessary to provide labor training to employees new on the job, they may be assigned to the shift *on* which such training is available for the duration of their learning period.

Once selection is made, it cannot be changed and shall not be subject to change in the intervening period except as necessitated by transfer, increase, or decrease in the workforce.

16.04 Any employee who is selected for an "Operator-in-Training" position shall qualify within eighteen months. Failure to qualify will subject the employee to removal from employment for failure to meet the essential functions of the job.

ARTICLE 17 PROBATIONARY PERIODS

17.01 Every new employee hired into a bargaining unit classification shall be required to successfully complete a probationary period. The probationary period shall begin on the first day from which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) days. A new hire probationary employee, who has lost work time due to illness or injury, shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated any time during this probationary period and shall have no right to appeal the termination.

An employee changing job classifications within the bargaining unit, shall serve a probationary period of one hundred twenty (120) days. If the employee fails to fulfill the responsibilities required by the new job during the probationary period, the employee shall be returned to their previous classification and pay range, or layoff status, if layoff was the employee's previous status. An internal bid employee who lost work time due to an illness or injury shall have his probationary period extended by the length of the illness or injury. Reversions under this provision shall not be appealable under the grievance and arbitration procedure.

17.02 An employee promoted out of the bargaining unit who fails to satisfactorily complete the promotional probationary period, shall be returned to their previous classification and pay range. However, their seniority will only be credited to the extent of time spent in the bargaining unit.

ARTICLE 18 DISCIPLINE

18.01 The Employer shall have the right to discharge, suspend, or otherwise discipline any non-probationary or promotional probationary employee for just cause.

18.02 The Employer will notify the Union, in writing, at least forty-eight (48) hours prior to dismissal or won actions of any bargaining unit member covered by this Agreement. All written notices shall contain reasons for the disciplinary action. The employee shall have the right to Union representation, if available, at all disciplinary conference. If a Union representative is not available within forty-eight (48) hours, the Employer may proceed with the disciplinary process. An employee shall receive a copy of any written disciplinary action at the discipline meeting.

18.03 The Union shall be notified of any revisions and/or newly initiated rules and regulations of the County prior to the effective date. The President of Local 1229, AFSCME, will be notified of the final revisions and/or newly initiated rules and regulations of the County on the same date that supervisors are notified of said rules and regulations. Such rules will be equitably applied to all employees.

18.04 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive disciplinary action, providing there has been no intervene disciplinary action taken against the employee during the specified time period as follows:

- A. Disciplinary actions resulting in no loss of time or pay - 12 months;
- B. Disciplinary actions resulting in the loss of time or pay not to exceed five (5) days pay - 24 months;
- C. Disciplinary actions resulting in the loss of pay or time exceeding five (5) days pay - 36 months.

If the intervening discipline has not occurred, said notations shall be removed from their file and personnel file if the employee requests the removal of the disciplinary notation in writing. Said requests must be directed to the attention of the Personnel Administrator.

18.05 The Employer shall proceed with any disciplinary action within a period of not later than twenty (20) working days of the close of the investigation of the alleged offense or at the dose of a criminal investigation. However, in situations where the employee conceals or uses

deception, the time period shall not begin until the County could have reasonably detected the concealment or deception. If such disciplinary action is not initiated against an employee within such period of time, the disciplinary action is deemed withdrawn.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an order of resolving grievances.

19.02 The term "grievance" shall mean any dispute or difference between the "employee" or "Employer" or the "Employer" and the "Union" concerning the interpretation of and/or application of or compliance with any provision of this Agreement, including disciplinary action taken against non-probationary and promotional probationary employees. Such grievances shall be processed in accordance with the terms of this Grievance Procedure.

19.03 A policy grievance which affects a group of employees, arising from the same event or set of facts, may be presented by the Union at Step 3 of the Grievance Procedure. Any grievance may not be presented, under this Section, later than ten (10) working days after the occurrence of the event on which the grievance is based.

19.04 Failure to provide a timely answer at any step of the Grievance Procedure shall entitle the employee and/or Union to proceed to the next step. Any grievance not timely presented by the employee and/or Union at any step of the Grievance Procedure shall not, thereafter, be considered a grievance under any step of the Grievance Procedure.

19.05 The written grievance shall state, on the grievance form, the specific article and paragraph of this Agreement alleged to have been violated, a brief set of facts, giving rise to the grievance, date and time the grievance occurred and the relief requested, and the employee's signature.

19.06 The time limitations provided for in this Article may be extended by mutual agreement in writing between the Employer or Labor Relations Administrator and Union. Working days, as used in this Article, shall not include Saturdays, Sundays, or Holidays.

19.07 The Regional Director or staff representative of Ohio Council 8, AFSCME, and/or President of Local 1229 may attend any Step 3 meeting to assist in settling grievances.

19.08 Each grievance shall be processed in the following manner:

Step 1: A grievance shall be submitted in writing on the grievance form as stated in 19.05, to the employee's immediate supervisor/manager within ten working days of the occurrence of the facts giving rise to the grievance. The supervisor/manager shall meet with the

grievant in an attempt to resolve the grievance and shall provide a written response within 5 working days of the meeting.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant may within 5 working days of the Step 1 answer, submit the grievance form to the designated department head for response. The department head shall meet with the grievant in an attempt to resolve the grievance and shall provide a written response within 5 working days of the meeting.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may appeal in writing within ten (10) working days after receipt of the Step 2 answer to the Labor Relations Office. The Labor Relations Office or his/her designee shall, within ten (10) working days of receipt of the appeal, meet with the Chapter Chair or Union, and the Chapter Chair or Union may bring the appropriate Steward and/or witness into Step 3 meetings he deems necessary, as well as the supervisor or department head, any witnesses the Labor Relations Administrator or his/her designee considers necessary to arrive at an answer. The Labor relations Administrator or his/her designee shall give his/her answer to the grievant and the Union in writing within ten (10) working days after such conference.

Step 4 - Arbitration: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration. The right of the Union to notify the Employer that they intend to arbitrate an unadjusted grievance is limited to a period of fifteen (15) working days after receipt by the Union of the Step 3 answer.

The Union shall, within ten (10) working days following its notification to the Employer that it intends to arbitrate an unadjusted grievance, meet with the Labor Relations Administrator to select an Arbitrator from the permanent panel of arbitrators contained herein. In the event the Union has not met and selected an arbitrator within the ten (10) working days following its notification to the Employer it intends to arbitrate an unadjusted grievance, the grievance and previous arbitration demand shall be deemed withdrawn and the Step 3 grievance shall be the final answer.

The Arbitrator shall hold the arbitration hearing as soon as reasonably possible and issue his/her decision within a reasonable time thereafter. The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement that are in question.

The Arbitrator shall expressly confine himself/herself to the precise issues submitted for review and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her determination.

The Arbitrator shall not have jurisdiction or authority to:

1. Review provisions of new contract;
2. Nullify, in whole or in part, any provisions of this Agreement;

3. Add to, detract from, or alter in any way, provisions of this Agreement;
4. Decide any issue relating to an action or occurrence which takes place prior to the execution of this Agreement involving any provisions of this Agreement but not pending grievances of the terminated agreement.

All decisions of the Arbitrator, consistent with his/her jurisdiction, power, and authority, as set forth herein and all pre-arbitration grievance settlements, reached by the Union and the Executive, shall be final and binding. All costs directly and related to the services of the Arbitrator shall be borne by the losing party.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter. The aggrieved, Local Union Steward, and/or representatives and County employee witnesses shall not lose any pay for time off the job while attending the arbitration proceedings. Time off the job, as used in this section, shall mean leave with pay during said employee's assigned working hours, which shall not exceed eight (8) hours of straight time pay. The Union shall provide the Employer with advance notice (5 working days) of the names of the employees it intends to call as witnesses in any arbitration or other related proceedings. The Employer will grant release time with pay during work hours for the employee witness. The Employer may require the employee witness attend the proceedings at staggered times based the witness' participation in the proceeding. No employee witness under this provision may receive overtime pay for attendance beyond their normal work hours.

19.09 The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator shall be chosen from the panel of arbitrators, but shall not be used as the Arbitrator, should mediation fail and the grievance goes to arbitration.

19.10 The permanent panel of arbitrators shall consist of the following arbitrators: 1) David Pincus; 2) Robert Stein; 3) Dennis Byrne; 4) James Mancini and 5) Jonathan Klein.

ARTICLE 20 HOURS OF WORK

20.01 The standard work day shall be eight (8) hours of work with a one-half (1/2) hour unpaid lunch break. The standard work week shall be forty (40) hours of work during the five (5) days of Monday through Friday. The current established shifts are:

First Shift: Starting at 7:30 a.m. and ending at 4:00 p.m. with a one-half (1/2) hour lunch break.

Second Shift: Starting at 3:30 p.m. and ending at 12:00 midnight with a one-half (1/2) hour lunch break.

Third Shift: Starting at 11:30 p.m. and ending at 8:00 a.m. with a one-

half (1/2) hour lunch break.

20.02 Based upon the operational needs, the Employer reserves the right to set the hours shifts, work days, and work week according to the County's needs. However, prior to any change of shifts, hours, work days, or work weeks, other than set forth above, changes shall first be discussed with the Union.

20.03 For purposes of daylight savings time adjustments, work hours shall be based on the County's time clock with no regard to "spring forward" or "falling back" one actual hour. Normal work days, including any work on a midnight or third shift, will be eight (8) hours regardless of actual hours worked.

ARTICLE 21 OVERTIME

21.01 Overtime Pay shall not be pyramided or compounded for the hour(s) worked.

21.02 Overtime work shall be offered and equitably distributed within each department to all qualified employees who have completed their probationary period and working within the same job classification. Permanent qualified non-probationary employees will be offered overtime before qualified probationary employees.

21.03 On January 1 of each succeeding year of this Agreement, charged overtime hours shall revert to zero. Initial overtime assignments, at the beginning of the new year, will be offered by order of departmental seniority to qualified employees within the classification.

Once all employees in the classification have been offered overtime opportunities using this procedure, the offering of overtime opportunities shall then revert to an offering of overtime on a low hourly basis.

On each occasion, the opportunity to work overtime shall be offered to the employee, within the job classification, who has the least number of overtime hours to his credit at that time. If however, this employee does not accept the assignment after being offered, or fails to work it after accepting it, the hours offered will be recorded and will be part of the total hours. The employee with the next fewest overtime hours to his credit shall be offered the overtime assignment. In the event no employee wishes to work the overtime, to the extent practical, the Employer shall assign the work to the employee with the least amount of overtime credit that is capable of performing the work.

In the event an employee is determined to have been bypassed or the rotational list is not applied correctly, any grievance resolution or remedy shall be limited to the employee(s) who was (were) bypassed being offered overtime first at the next practical occasion.

21.04 Employees who do not want overtime and do not wish to be contacted may express this desire in writing; thereby management shall remove his name from the appropriate list (for non-emergency situations) until the employee, in writing, states his/her desire to be eligible and called. However, employees that request removal from the overtime list will

continue to be charged for all overtime hours offered during this period. Employees will be placed on the overtime list at the time of the next six (6) month interval as set forth in Section 21.09. A continuous record of overtime hours worked and/or refused shall be posted in each department on a weekly basis.

- 21.05 A. Management shall not call an employee for overtime when the employee on said day(s) reported off for any of the following reasons:
1. Sick Leave
 2. Vacation
 3. Authorized Leave of Absence
- B. An employee absent for any of the above reasons will be charged for overtime hours that may occur during his absence and such hours shall be construed as if the overtime was offered and refused.
- C. An employee absent for any of the above reasons may be called for overtime provided there is at least a sixteen hour (16) break between shifts.

21.06 In situations where the work crew(s) needs nominal additional time to complete a job, management need not use the overtime list. The phrase "nominal time" shall mean less than three (3) hours to complete the job assignment. After three (3) hours, or if the work should reasonably require more than three (3) hours, then the Employer shall use the overtime list.

21.07 Employees shall be paid at time and one-half (1½) the employee's regular hourly rate of pay for time worked under any of the following conditions:

- A. All time worked, including holidays, personal days and vacation time, in excess of forty (40) hours in any work week; or
- B. All time worked in the two (2) days of the week that are not part of the employee's assigned work week.

Negotiated changes in this paragraph, 21.07, shall become effective at the beginning of the first full payroll period after the execution of this Agreement.

21.08 Employees assigned to work outside of their current job classification will be eligible for overtime opportunities in both his permanent job classification and his out of classification job as follows:

- A. The employee retains normal overtime opportunities in his permanent classification as set forth in this Article;
- B. The employee will be offered overtime opportunities last in his out-of-classification job (if more than one employee is assigned to the same out-of-classification work, the employee with the least bargaining unit seniority shall be construed as the last); and
- C. Out of classification assigned employees will have their overtime hours charged to their permanent classification.

21.09 All employees on the overtime list are expected to respond at least one-fourth (1/4) of the time to such call-ins on a six (6) month basis. (January 1 – June 30 and July 1 – December 31 each year) Failure to do so may result in the Employer removing the employee from the call out list for the remainder of the current interval period and/or the succeeding interval period. Employees who are not on the overtime list or are removed from the overtime list have no expectancy and will not need a County provided vehicle. Employees who are on the overtime list and regularly respond to call-ins as set forth in this Section may be provided a County vehicle at the discretion of the Employer. This provision shall take effect July 1, 2008 for the first six month review period. Employees working out of classification are not subject to being charged under this provision.

21.10 When an employee is called in to work other than during their regularly scheduled hours, and the clock-in time (radio-in time for these employees assigned a take-home county vehicle), is more than one (1) hour before or more than one (1) hour after the employee's regular work schedule,

The employee shall be paid a minimum of three (3) hours at the rate of time and one-half (1/2) of the employee's regular rate of pay. If the employee is sent home by supervision prior to completing the minimum amount of time, the employee shall receive full payment for the minimum hours stated above.

**ARTICLE 22
HOLIDAYS AND HOLIDAY PAY**

22.01 **Holidays.** The employees shall be entitled to the following paid holidays each year:

- | | |
|------------------------|-----------------------------|
| New Years Day | First day of January |
| Martin Luther King Day | Third Monday in January |
| Washington-Lincoln Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | Fourth of July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | Eleventh of November |
| Thanksgiving Day | Fourth Thursday in November |

Day after Thanksgiving
Christmas Eve
Christmas Day
Employee's Birthday

Day after Fourth Thursday in November
Twenty-fourth of December
Twenty-fifth of December
To be taken at a time that is mutually agreed with by the Supervisor on or after the birthday and, within the calendar year or it will be added to their vacation accumulation.

When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

22.02 To be entitled to holiday pay, an employee must be on the payroll (actually receive pay) during the week the holiday falls.

Holiday pay on the listed holidays, excluding the employee's birthday shall not begin until the first scheduled work shift of the holiday.

An employee, who does not work on a holiday, shall receive eight (8) hours pay at his regular rate of pay, if the employee is on the payroll during the week the holiday falls. Employees who work on a holiday shall receive one and one-half (1/2) times their regular rate of pay for hours worked in addition to eight (8) hours holiday pay. The employee must work the last scheduled work day before the holiday and first scheduled work day after the holiday in order to receive holiday pay. In the event that an employee is absent for sickness for either or both days, verification must be provided with a doctor's slip in order to be paid for said holiday.

22.03 Any other day designated by the County Executive in conjunction with County Council, will also be considered to be paid holiday.

22.04 It is the intent of the Employer to make reasonable accommodations to the religious needs of employees. Whenever possible, employees requesting time off for religious holidays other than specified in the holiday pay, will be permitted to take vacation leave. If vacation leave is not available, the employee may be permitted to take time off without pay. Any request for religious holiday use as provided in this Section must be approved two (2) weeks before its occurrence.

22.05 In the event the County Executive declares that any Summit County office, agency or building be officially closed at which any bargaining unit employees are employed, the bargaining unit employee that is required to stay and work beyond the time of the building closure will receive pay for the remaining hours of work within their normal day at time and one-half the employee's normal rate of pay. Employees who are required to work on the second and/or third shift will also receive time and one-half the employee's normal rate of pay if the building remains closed through the remainder of the that day and they are still required to report to work. Employees who are not working after the building closes, including on subsequent shifts, will receive their regular rate of pay for that day.

Employees not scheduled to work because of scheduled vacation, sick leave or the

continuation thereof, or other forms of paid leave, will be charged for the leave regardless of the declared building closure. If, however, the employee is at work on the day the building closure is declared, but prior to that declaration the employee submits any leave for that day, the employee may withdraw that leave and will not be charged leave for that day.

ARTICLE 23 SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

23.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in paid status, excluding overtime and may accumulate such sick leave to an unlimited amount.

23.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

23.04 Sick leave may be used in segments of not less than one (1) hour.

23.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for three (3) or more days must supply a physician's report to be eligible for paid sick leave.

23.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

23.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The following are potential examples of sick abuse; however, this is not an exhaustive list: Failure to notify a supervisor of absences, failure to follow proper leave procedures, failure to provide physician's verification when requested or where required, any presentation of or reference to fraudulent documentation to secure time off, absences that create a pattern, maintaining low sick leave balances due to excessive/frequent sick leave usage (not including Family Medical Leave Act leave).

23.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of

other employees.

23.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, grandchildren, step-children, spouse, spouse's parents, child, brother, sister, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or person in loco parentis and any other relative listed in the Employer's policy for bereavement leave.

23.10 **Personal Leave.** Notwithstanding the above provisions, each year full-time employee may elect to use up to three (3) days of sick leave as personal leave, to cover any short term absences of a personal nature. The time off must be scheduled and approved by the immediate supervisor and cannot be taken in increments less than one (1) hour. Unused personal leave will convert back to sick leave at the end of each year.

23.11 The Employer may require an employee to take an examination conducted by a licensed physician, psychologist or psychiatrist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified or not fit for duty, the employee may be placed on disability leave. The cost of the examination shall be paid by the Employer. Under this provision, disability leave shall mean a medical leave of absence not to exceed one (1) year without pay and without benefits. During this one (1) year period, the employee may be reinstated to the same or similar job upon submission of sufficient medical proof of the employee's ability to perform the job duties. The Employer retains the right to require an employee to submit to an examination prior to any return from disability leave within the one (1) year period.

In the event the Union submits medical certification within twenty (20) calendar days that an employee is fit for duty after the employer's certification that such employee is not fit for duty, a third doctor, mutually agreed upon and paid for evenly by both parties, shall be appointed, and such opinion shall determine the employee fitness for duty.

ARTICLE 24 LEAVES OF ABSENCE

24.01 **Court Leave.** The Employer shall grant full pay where an employee is summoned and appears for any jury duty or subpoenaed and appears as a witness (outside the scope of his employment) by any court of other adjudicator body as listed in this Article. Any employee released from jury or witness duty, prior to the end of his scheduled work day, shall report to work for the remaining hours. Bargaining unit employees that are scheduled to work on afternoon or midnight shifts shall have their time spent on jury duty credited to their work shift for each day provided the employee submits proof of jury service duty for each day.

Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, State Employment Relations Board hearings, and the State Personnel Board of Review. It is not proper to pay employees 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 will be leave without pay or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

24.02 **Military Leave.** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties and to the difference between their regular rate of pay, for such time as they are in the military service, or field training, or active duty, for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Leave in excess of one hundred and seventy-six (176) hours in one (1) calendar year shall be leave without pay, or vacation at the option of the employee. Employees are required to submit to the Employer an order or statement from the appropriate military components, listed above, will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor of the State of Ohio, to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

24.03 **Family Medical Leave.** All employees are subject to the Summit County Family Medical Leave Policy.

24.04 **Unpaid Leaves.** Unless otherwise addressed in this Agreement, unpaid leaves will be governed by County policy.

24.05 **Education Leave.** Leave without pay may be granted for a maximum period of two (2) years for the purpose of education or training which would be of benefit to the employee and the County. Consideration will also be given to voluntary service in a governmentally-sponsored program of public betterment. Renewal or extension beyond the two (2) year period will not be permitted.

24.06 **Workers' Compensation Injury Leave.** In case of compensatory industrial illness or injury, as determined by the Bureau of Workers' Compensation, a leave of absence shall be granted, providing such leave is supported by medical documentation which states that the employee is not medically fit to return to duty. No paid leave credits shall accumulate during any unpaid leaves.

The Employer agrees to continue to provide hospitalization insurance benefits, at the agreed upon amounts and levels, for up to six (6) months, for any employee who experiences a compensatory industrial illness or injury as outlined above.

24.07 **Union Leave.** Duly selected Union delegates or alternates to annual conventions of Ohio Council 8, and the Biennial Convention of AFSCME, AFL-CIO, shall be granted time off without pay for the purpose of participating in such convention. The Union shall give to the Employer at least one (1) week advance, written notice of the employees who will be attending such conventions as herein provided; and shall be limited to four (4) employees and no more than two (2) from any department, except when unusual circumstances exist and approval has

been obtained from the Labor Relations Administrator. The employees, so affected, shall notify their immediate supervisors immediately upon their notification.

Union employees with one (1) year of Employer service, elected to Union positions or selected to work for the Union, which takes them from their employment with the Employer, shall at the written request of the Union and upon the approval of the Employer, receive leaves of absence without pay for a period of up to six (6) months. An additional extension of the leave of absence without pay for employment with the Union (maximum of six (6) months) may be granted upon application to an approval of the Employer, prior to the expiration of the initial leave of absence for employment with the Union. In no event shall a leave be granted pursuant to this provision for a period of less than thirty (30) days.

24.08 All leaves of absence and any extension thereof must be applied for in writing by the employee on a form to be provided by the Employer. Any request for leave of absence shall be answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished to the Employer.

24.09 An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the Employer. Any employee who has been on any type of leave herein shall, at the request of the Employer, submit a medical certificate indicating fitness to return to duty.

24.10 Upon returning from an approved leave, the employee will be returned to his former job classification as long as he is medically able to perform the duties and responsibilities of such classification. If the employee has sufficient Employer Seniority, he may also return to his former department and shift.

ARTICLE 25 VACATIONS

25.01 Each full-time employee in the several offices and departments of the County service, including full-time and hourly rated employees, after service of one (1) year with the County or any political subdivision of the State, shall have earned and will be due, upon the attainment of the first (1st) year of employment and annually-thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. A full-time County employee with five (5) or more years of service, with the County or any political subdivision of the State, shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay, a full-time County employee with ten (10) or more years of service shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay; a full-time County employee with fifteen (15) years or more of service shall have earned and is entitled to two hundred (200) hours of vacation with full pay.

25.02 Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period of those entitled to eighty (80) hours per year, four and six-tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per

year, six and two-tenths (6.2) each bi-weekly for those entitled to one hundred and sixty (160) hours per year and seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year. Days specified as holidays shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his employment; provided, the appointing authority may, in special or meritorious cases, permit such employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three years. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of an earned but unused vacation leave for the current year to his credit of the time of separation and, in addition, shall be compensated for any unused vacation leave accrued to his credit with the permission of the Employer or the three (3) years immediately preceding the last anniversary date of employment.

25.03 Vacation leave will be taken at such time as the employee and supervisor mutually agree upon. Employee's vacation requests will be approved or denied based upon operational needs. Vacation leave that is requested prior to January 31 must be requested and authorized on a form designated by the Employer. Vacation leave that is requested after January 31 will be requested on-line using the Kronos system and the response returned to the employee within three (3) work days after the on-line request. Vacation requests when submitted by January 31 each year, approval will be based upon bargaining unit seniority. After January 31st, approval will be based upon a first come, first served basis.

25.04 Vacation will be granted in increments of one (1) hour when requested by the employee. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant paid sick leave, had the employee been at work, such employee shall upon showing of proper evidence and with the approval of the department head be allowed to charge such absence to sick leave rather than vacation time off.

ARTICLE 26 WAGES

26.01 Effective at the beginning of the first payroll period in April each contract year all employees shall be paid as follows:

		<u>April 2011</u> 0%	<u>April 2012</u> 0%	<u>April 2013</u> reopener solely on wages
Classification				
Account Clerk I	19	27,771	27,771	-----
Assistant Poundkeeper	26	33,300	33,300	-----
Automotive Mechanic I	30	37,784	37,784	-----
Automotive Mechanic II	32	40,341	40,341	-----

Automotive Mechanic II	32	40,341	40,341	-----
Building Standards Clerk I	18	27,147	27,147	-----
Building Standards Clerk II	25	32,414	32,414	-----
Building/HVAC Inspector	35	44,692	44,692	-----
Chemist	31	39,037	39,037	-----
Code Technician	30	37,784	37,784	-----
Collection Specialist/Cashier	27	34,290	34,290	-----
Communication Specialist	27	34,290	34,290	-----
Computer Monitor Aide (P.T.)	16	25,971	25,971	-----
Custodial Worker	20	28,424	28,424	-----
Correctional Repair Worker	28	35,464	35,464	-----
Deputy Dog Warden	26	33,300	33,300	-----
Electrical Inspector	34	43,205	43,205	-----
Electrician I	32	40,341	40,341	-----
Electrician II	33	41,748	41,748	-----
Electronic Instrument Tech	34	43,205	43,205	-----
Environmental Technician I	26	33,300	33,300	-----
Environmental Technician II	28	35,464	35,464	-----
Field Engineering Inspector	33	41,748	41,748	-----
Fire Protection Inspector	35	44,692	44,692	-----
Housing Rehab Specialist	24	31,552	31,552	-----
Housing Rehab Specialist II	25	32,414	32,414	-----
Lab Tech Analyst	25	32,414	32,414	-----
Laboratory Technician	28	35,464	35,464	-----
Laborer	20	28,424	28,424	-----
Maintenance Mechanic I	30	37,784	37,784	-----
Maintenance Mechanic II	32	40,341	40,341	-----
Maintenance Repair Worker	28	35,464	35,464	-----
Mason	30	37,784	37,784	-----
Mechanic Helper	26	33,300	33,300	-----

Office Machine Operator	20	28,424	28,424	-----
Plumbing Inspector	34	43,205	43,205	-----
Project Inspector I	24	31,552	31,552	-----
Project Inspector II	28	35,464	35,464	-----
Pump Maintenance	30	37,784	37,784	-----
Sewer Maintenance I	25	32,414	32,414	-----
Systems Operator I (no 3 level cert)	30	37,784	37,784	-----
Systems Operator II (3 level cert)	31	39,037	39,037	-----
Technical Printing Systems Operator	25	32,414	32,414	-----
Utility Billing Clerk	25	32,414	32,414	-----
Utility Locator	26	33,300	33,300	-----
Utility Maintenance Worker I	26	33,300	33,300	-----
Utility Maintenance Worker II	30	37,784	37,784	-----
Wastewater Treatment Plant Operator-In-Training	25	32,414	32,414	-----
Wastewater Treatment Plant Operator I	28	35,464	35,464	-----
Wastewater Treatment Plant Operator II	29	36,586	36,586	-----
Wastewater Treatment Plant Operator III	31	39,037	39,037	-----
Weatherization Control Specialist	20	28,424	28,424	-----
Weatherization Estimator/Inspector	26	33,300	33,300	-----
Weatherization Inspector II	27	34,290	34,290	-----
Work Relief Crew Leader	31	39,037	39,037	-----

26.02 An employee who is promoted to a higher pay grade position shall receive the start rate for that position or a five percent (5%) increase in wages if the grade elevation is one (1) or two (2) grades, whichever is greater. If the grade elevation is three (3) grades or more, the employee shall receive the start rate of that position or a seven percent (7%) increase in wages, whichever is greater.

26.03 All employees regularly assigned to shift work shall be paid a shift differential as follows:

- a. Second Shift - starting at 3:30 p.m. and ending at 12:00 midnight - twenty-five (\$0.25) cents per hour.
- b. Third Shift - starting 11:30 p.m. and ending at 8:00 a.m. - thirty-five (\$0.35) cents per hour.

The shift differential shall be in addition to the employee's regular hourly rate and will be included as a part of the rate for the computation of overtime.

26.04 The Employer may hire new employees at a pay rate higher than the start rate. However, if the Employer hires a new employee at an advanced pay rate, then any other existing employee(s) working in that job classification who is being paid at a pay rate lower than the new employee shall be advanced to the new employee's pay rate.

26.05 Any employee who is demoted or voluntarily applies for and receives a lower classification job, shall receive a 5% reduction in pay if the lower classification is one or two pay grades from his current pay grade or be paid at the highest rate of the employee in that classification to which the employee is demoted/reduced, whichever is lower. If the reduction is three grades or more, the employee shall receive a 7% reduction in pay or be paid at the highest rate of the employee in the classification to which the employee is demoted/reduced, whichever is lower. Demotions may be voluntary or involuntary.

ARTICLE 27 P.E.O.P.L.E. DEDUCTIONS

27.01 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 28 POLITICAL ACTIVITY

28.01 Recognizing the right of all citizens to engage in the electoral process and/or political activity, the Employer agrees that it shall not be considered a violation of the Agreement nor cause for discipline or termination because of involvement of bargaining unit covered employees in the electoral process and/or political activity during non-work hours.

**ARTICLE 29
HEALTH AND LIFE INSURANCE BENEFITS**

29.01 The Employer shall provide all employees, covered by this Agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical, and prescription drug benefits.

29.02 All employees who receive benefits will pay ten (10%) percent of the premium cost through payroll deductions.

29.03 The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable Federal and State laws. Effective the first month following signing of this Agreement, contributions shall be made monthly at the rate of forty dollars and seventy-five cents (\$40.75) per month for each bargaining unit employee. The \$40.75 reflects the total cost for Life Insurance I (\$7.50); Vision I (\$6.75); Hearing (\$0.50); and Dental II (\$26.00).

29.04 The present healthcare plan's deductibles and co-pays shall continue through February 28, 2003. Subsequent to such date, the Employer may modify the coverage to equal the coverage provided to other Executive employees.

Offer waiver (of fifty dollars (\$50.00) per month) out of the program to employees who provide proof of other coverage. This payment may be terminated at the Employer's discretion subsequent to March 1, 2003.

29.05 The Employer agrees to pay the premium cost for an eligible spouse dependent of an eligible benefit recipient for the Comprehensive Hospital and Medical Insurance Coverage provided under the Public Employees Retirement System of Ohio for future retirees. The Employer may terminate such premium payments at its discretion subsequent to March 1, 2003.

**ARTICLE 30
GRANT FUNDED POSITIONS**

30.01 Grant funded positions must meet the terms and requirements of the grant.

**ARTICLE 31
SUBSTANCE ABUSE PREVENTION POLICY AND PROCEDURES**

31.01 All employees shall be subject to the Summit County Substance Abuse Prevention Policy and Procedure.

**ARTICLE 32
DURATION**

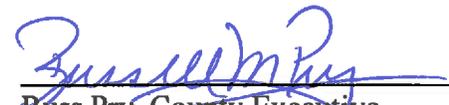
32.01 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

32.02 This collective bargaining agreement shall remain in full force and effect from April 1, 2011 through March 31, 2014, inclusive, and shall automatically renew itself from year to year, thereafter, except that either party may service notice of desire to modify or amend at the end of subsequent years by written notice not more than one hundred twenty (120) calendar days nor less than ninety (90) calendar days prior to the end of such expiration date.

Negotiations, upon such proposed amendments or change of the terms of the Agreement covered in the notices of desire to amend, shall be not later than sixty (60) calendar days prior to the initial or any subsequent expiration date and shall continue until agreement is reached, and during said negotiations this Agreement shall remain in full force and effect except that during such negotiations, subsequent to the initial or any subsequent expiration date, either party on ten (10) calendar days written notice to the other may terminate said agreement.

IN WITNESS WHEREOF, the parties hereto affix their signature this 11th day of May, 2011.

FOR THE EMPLOYER:



Russ Pry, County Executive



Yamini Adkins, Deputy Director, Labor Relations

FOR THE UNION:



Tom Morneweck, Local 1229 President



Lou Maholic, Staff Rep., Ohio Council 8

APPENDIX A
CLASSIFICATION PLAN
COUNTY OF SUMMIT
EXECUTIVE

(BARGAINING UNIT)

OCCUPATIONAL CATEGORY/CLASSIFICATION

B1200 GENERAL CLERICAL SUPPORT GROUP

B 1220 **GENERAL CLERICAL SERIES**

B1221 Clerk

B1240 **OFFICE EQUIPMENT OPERATION SERIES**

B1242 Office Machine Operator

B1245 Technical Printing System Operator

B1600 **FISCAL SUPPORT SERIES**

B1610 **CASH COLLECTION & DISBURSEMENT SERIES**

B1612 Utility Billing Clerk

B1615 Collection Specialist/Cashier

B1650 **ACCOUNTING SERIES**

B1651 Account Clerk I

B1652 Account Clerk II

B2100 ANIMAL CONTROL GROUP

B2110 **ANIMAL CONTROL SERIES**

B2111 Communications Clerk

B2113 Assistant Poundkeeper

B2114 Deputy Dog Warden

B2400 INSPECTION GROUP

B2401 Fire Protection Inspector

B2405 Field Engineering Inspector

B2410 BUILDING INSPECTION SERIES
B2411 Building/HVAC Inspector

B2420 ELECTRICAL INSPECTION SERIES
B2421 Electrical Inspector

B2430 PLUMBING INSPECTOR SERIES
B2431 Plumbing Inspector

B2440 INSPECTION ADMINISTRATION SERIES
B2441 Building Standards Clerk I
B2442 Building Standards Clerk II
B2445 Code Technician

B2450 CAPITAL IMPROVEMENT SERIES

B4200 HOUSEKEEPING SERVICES GROUP

B4210 CUSTODIAL SERVICES SERIES
B4211 Custodial Worker

B5000 ECONOMIC DEVELOPMENT AND PLANNING GROUP

B5080 HOUSING REHABILITATION SERIES
B5081 Housing Rehabilitation Specialist
B5082 Housing Rehabilitation Specialist II

B5090 WEATHERIZATION CONTROL SERIES
B5091 Weatherization Control Specialist
B5093 Weatherization Estimator/Inspector
B5094 Weatherization Inspector II

B5300 MAINTENANCE GROUP

B5310 AUTOMOTIVE SERVICE SERIES
B5312 Automotive Mechanic I
B5313 Automotive Mechanic II

B5320 BUILDING MAINTENANCE SERIES

B5321 Maintenance Repair Worker
B5322 Correctional Repair Worker

B5340 MISCELLANEOUS MAINTENANCE SERIES

B5340 Laborer
B5341 Work Relief Crew Leader
B5342 Mason

B5350 TRADE SERIES

B5351 Electrician I
B5352 Electrician II

B5330 Mechanics Helper
B5331 Maintenance Mechanic I
B5332 Maintenance Mechanic II

B5441 Electronic Instrument Technician

B5551 Pump Maintenance

B8000 TECHNICAL SCIENCES GROUP

B8010 LABORATORY SERIES

B8010 Laboratory Technician Analyst-In-Training
B8011 Laboratory Technician
B8012 Chemist

B8500 ENGINEERING & TECHNOLOGY GROUP

B8510 ENGINEERING TECHNOLOGY SERIES

8531B Computer Monitor Aide (P.T.)

B8520 REAL PROPERTY SERIES

B8530 SYSTEM OPERATIONS SERIES

B8311 Wastewater Treatment Plant Operator-in-Training
B8312 Wastewater Treatment Plant Operator I
B8313 Wastewater Treatment Plant Operator II
B8314 Wastewater Treatment Plant Operator III
B8532 Systems Operator I (If not a 3 level cert)
B8533 Systems Operator II (If 3 level cert)

B8550 MAINTENANCE SYSTEMS SERIES

B8551 Sewer Maintenance I
B8561 Utility Maintenance Worker I
B8562 Utility Maintenance Worker II

B8660 WATER SYSTEMS MAINTENANCE SERIES

B8665 Meter Reader/Repair Worker II

B8570 CONSTRUCTION SERIES

B8573 Project Inspector I
B8574 Project Inspector II

B8575 Utility Locator

B8800 ENVIRONMENTAL ENGINEERING SERIES

B8811 Environmental Technician I
B8812 Environmental Technician II

B8900 OPERATIONS SUPPORT SERIES

B8921 Maintenance Dispatcher

APPENDIX B

GRIEVANCE APPEAL

STEP 2

Name of Employee _____ Local _____
(Grievant)

Grievance No. _____

Classification _____ Division _____

Date Presented _____ Date _____

Nature of Grievance: Article and Section Violated: _____

Statement of Facts: _____

Relief Requested: _____

Supervisor _____

Date Received _____

Department Head Answer

Department Director/Administrator

Date

APPENDIX B (cont'd)
GRIEVANCE APPEAL

STEP 3

Date: _____

Grievance No. _____

Employee _____
(Grievant)

Appealed to Third Step by _____ Date: _____

Reason for Appeal of Article and Section Violated:

Statement of Facts:

Relief Requested: _____

Delivered by Steward to Personnel Department:

Steward _____ Date _____

Received by _____ Date _____

APPENDIX C

**UNION LEAVE TIME FORM
(FOR USE BY UNION OFFICIALS)**

Name of Union Official _____

Work Unit _____

Date _____

Destination _____

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

_____ **Discipline Meeting**

_____ **Investigate/Process
Grievance**

_____ **Labor/Management
Meeting**

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

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

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

Union Officials' Supervisor

Supervisor or Manager

UNION OFFICIAL

**c: Department
Labor Office
Payroll**

APPENDIX D

MEMORANDUM OF UNDERSTANDING ON COMMERCIAL DRIVERS LICENSE (CDL)

The parties hereby agree to the following provisions regarding commercial driver's licenses for those employees in the bargaining unit who are required by state law to obtain such a license and any of the endorsements that accompany the commercial driver's license:

1. The Employer agrees to pay for the cost of the CDL examination and any required endorsements. This provision applied only to current bargaining unit employees who are presently in a position which requires such employees to obtain a CDL.
2. The parties agree that if an employee fails any part of the required examination once, he shall be permitted to remain in his existing classification for no longer than an additional thirty (30) days. During this thirty (30) day period, the employee must successfully take and complete all parts of the examination in order to remain in his existing classification beyond the thirty (30) day period.

If the employee does not retake the failed part(s) of the examination within the thirty (30) day period, or if the employee retakes and fails any part of the examination for the second time, he shall be permitted to exercise one of the following options:

- a. Bid on a vacant position in another classification for which he is qualified in accordance with the Promotions and Posting Article. (The employee must receive the promotion to the vacant position before he can avoid a layoff).
- b. Displace (bump) another employee by following the procedure outlined in the Layoff and Recall Article. However, the employee will not be permitted to bump into a job classification which requires possession of a CDL.
- c. Take a layoff from his position.

Once an employee who fails the examination two or more times passes all parts of the examination and receives his CDL and required endorsements, he shall be reappointed to the classification which requires the CDL. However, such reappointment shall not be made until a vacancy occurs in the classification. (The parties agree that under these circumstances the Employer will not be required to post the vacancy in accordance with the Promotions and Postings Article.) If there is more than one employee eligible for reappointment in accordance with the terms and conditions of this memorandum of understanding, such reappointment shall be made for the employee with the most Executive Seniority.

APPENDIX E

EMPLOYEE COUNSELING FORM

(Supervisory desk notes)

EMPLOYEE _____ COUNSELING DATE _____

JOB TITLE _____ WORK UNIT _____

Nature of discussion (describe the incident/issue in detail).

Conclusion/action to be taken (describe what remedy was requested by Supervisor to improve or change behavior - BE SPECIFIC)

SUPERVISOR SIGNATURE

EMPLOYEE SIGNATURE

NOTE: Distribute a copy to the employee only.

DO NOT forward to the Personnel or Labor Office unless the misconduct or non-performance results in discipline.

APPENDIX F

WARNING NOTICE

DATE ISSUED _____

EMPLOYEE _____

DEPT/UNIT _____

Your [] Job Performance [] Conduct [] Attendance [] Other

_____ has been found to be unsatisfactory for the following reasons:

Based on the above incidents of unsatisfactory job performance/conduct/attendance/other, you are issued a written warning. You are strongly advised to improve your performance/attendance and/or change your behavior. Failure to do so will result in more severe disciplinary measures.

RECEIPT ACKNOWLEDGED

SUPERVISOR

EMPLOYEE

LABOR RELATIONS

UNION

APPENDIX G

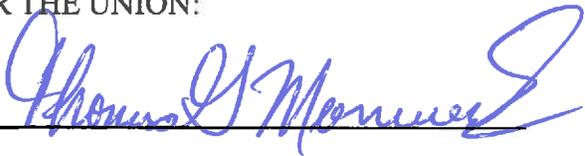
MEMORANDUM OF UNDERSTANDING BETWEEN
SUMMIT COUNTY EXECUTIVE AND OHIO COUNCIL 8,
AFSCME, AFL-CIO LOCAL 1229, AFSCME

The parties agree on a non-precedent setting basis that the Employer retains the right to hire new Department of Development employees with prior public service and that Section 26.04 of the Collective Bargaining Agreement shall not be applicable to those new hires, if any. The parties agree that the Employer may hire former public employees in the Department of Development at starting rates not to exceed the highest paid employee in an existing classification without advancing similarly classified employees.

The parties further agree that any new employee hired in the Department of Development will not have seniority counted and shall start as a new bargaining unit employee for seniority purposes. Any new hires under this Memorandum shall not have any sick leave accrual carried over or entered in the employee's sick leave account. Such new employee shall begin to accrue sick leave as a new hire in accordance with the Agreement. Any new employee in the Department of Development shall not be allowed to carry over vacation from another public employer, nor receive any payment or payout from the County for unused vacation leave, however, such new employee shall have such prior public service counted for vacation accrual purposes under this Agreement. New employees under this Memorandum would not have to serve one year before taking vacation but would be subject to the probationary employee terms of the Agreement as well as all other terms and conditions of the Collective Bargaining Agreement.

This Memorandum of Agreement will be in effect for the term of the Collective Bargaining Agreement unless otherwise agreed by the parties.

FOR THE UNION:



Date: 5-11-11

FOR THE EMPLOYER:



Date: 5/11/11

Appendix H

ARTICLE 26
WAGES

Section 26.01

<u>Classification</u>		<u>April 1, 2013</u> Start Rate 1.50%
Account Clerk I	19	\$13.55
Assistant Poundkeeper	26	\$16.25
Automotive Mechanic I	30	\$18.44
Automotive Mechanic II	32	\$19.69
Building Standards Clerk I	18	\$13.25
Building Standards Clerk II	25	\$15.82
Building/HVAC Inspector	35	\$21.81
Chemist	31	\$19.05
Code Technician	30	\$18.44
Collection Specialist/Cashier	27	\$16.73
Communication Specialist	27	\$16.73
Computer Monitor Aid (P.T.)	16	\$12.67
Custodial Worker	20	\$13.87
Correctional Repair Worker	28	\$17.31
Deputy Dog Warden	26	\$16.25
Electrical Inspector	34	\$21.08
Electrician I	32	\$19.69
Electrician II	33	\$20.37
Electronic Instrument Tech	34	\$21.08
Environmental Technician I	26	\$16.25
Environmental Technician II	28	\$17.31
Field Engineering Inspector	33	\$20.37
Fire Protection Inspector	35	\$21.81
Housing Rehab Specialist	24	\$15.40
Housing Rehab Specialist II	25	\$15.82
Lab Tech Analyst	25	\$15.82
Laboratory Technician	28	\$17.31
Laborer	20	\$13.87
Maintenance Mechanic I	30	\$18.44
Maintenance Mechanic II	32	\$19.69
Maintenance Repair Worker	28	\$17.31
Mason	30	\$18.44
Mechanic Helper	26	\$16.25

Office Machine Operator	20	\$13.87
Plumbing Inspector	34	\$21.08
Project Inspector I	24	\$15.40
Project Inspector II	28	\$17.31
Pump Maintenance	30	\$18.44
Sewer Maintenance I	25	\$15.82
Systems Operator I (No Level 3)	30	\$18.44
Systems Operator II (Level 3)	31	\$19.05
Technical Printing Systems Operator	25	\$15.82
Utility Billing Clerk	25	\$15.82
Utility Locator	26	\$16.25
Utility Maintenance Worker I	26	\$16.25
Utility Maintenance Worker II	30	\$18.44
Wastewater Treat. Plant Opt-In-Training	25	\$15.82
Wastewater Treat. Plant Operator I	28	\$17.31
Wastewater Treat. Plant Operator II	29	\$17.85
Wastewater Treat. Plant Operator III	31	\$19.05
Weatherization Control Specialist	20	\$13.87
Weatherization Estimator/Inspector	26	\$16.25
Weatherization Inspector II	27	\$16.73
Work Relief Crew Leader	31	\$19.05

MA

Local 1229 AFSCME Ohio Council 8 and Summit County Executive
SERB Case # 12-MED-12-1429
Union Proposal, Wage Reopener 4/25/13

ARTICLE 26
WAGES

26.01 Effective at the beginning of the first payroll period in April 2013 ~~each contract year all employees shall be paid as follows: wages will increase 3%~~

1.5% P.A.D
4KA

FOR THE EMPLOYER:

James Cull

FOR THE UNION:

Michael P. ...

Donna ...

Diana L. Morrow

DATE: 4/25/13

DATE: 4/25/13

**MEMORANDUM OF UNDERSTANDING
BETWEEN SUMMIT COUNTY EXECUTIVE AND OHIO COUNCIL 8,
AFSCME, AFL-CIO LOCAL 1229, AFSCME**

In the event the Employer voluntarily implements across-the-board wage increases to other bargaining employees of the Executive's office, then that same increase will be applied to the employees of this bargaining unit. In the event the Employer voluntarily implements an across-the-board decrease in wages to other bargaining employees of the Executive's office, then that same wage decrease will be applicable to the employees of this bargaining unit.

This memorandum shall expire at end of the second year of this Collective Bargaining Agreement (at the time of the reopener, April 2013).

For the Employer:

Yannick Adles 3-9-11

For the Union:

Louis J. Mahon 3-9-011
Alvin G. Monroed 3-9-11