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A COLLECTIVE BARGAINING AGREEMENT

between

**THE PORTAGE COUNTY COMMISSIONERS
Portage County Sanitary Engineer**

and

TEAMSTERS LOCAL UNION #436

9/1/2012 through 8/31/2014

RESOLUTION NO. 12-1035

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RE: ACCEPT AND APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PORTAGE COUNTY COMMISSIONERS (ON BEHALF OF THE PORTAGE COUNTY WATER RESOURCES) AND TEAMSTERS LOCAL UNION #436.

It was moved by Tommie Jo Marsilio, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the Board of Portage County Commissioners does hereby approve the Collective Bargaining Agreement between the Portage County Commissioners, on behalf of the Portage County Water Resources Department and Teamster's Local Union #436, effective September 1, 2012 through August 31, 2014, as negotiated and accepted by vote by the members of the Bargaining Unit within the Department of the Portage County Water Resources Department; and be it further

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

Voice vote as follows:

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

* * * * *

I, Clerk of the Board of County Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Portage County duly adopted November 20, 2012 and appearing upon the official records of said Board, Volume 78, page ____.



Clerk, Portage County Board of Commissioners

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ARTICLE 1 – PREAMBLE

1.01 This Agreement is hereby entered into by and between the Portage County Sanitary Engineer/Portage County Commissioners, hereinafter referred to as the "Employer" and Teamsters Local Union #436, hereinafter referred to as the "Union".

ARTICLE 2 – PURPOSE AND INTENT

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

ARTICLE 4 – RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed in the Portage County Sanitary Engineer Department occupying the following positions.

- Biologist;
- Collection System Operator IT;
- Collection System Operator I;
- Collection System Operator II;
- Customer Service Specialist I*;
- Customer Service Specialist II;
- Design Technician I;
- Design Technician II;
- Design Technician III*;
- Electrician;
- Engineering Technician I;
- Engineering Technician II;
- Engineering Technician III;
- Equipment Operator I;
- Equipment Operator II;
- Laboratory Technician;
- Laborer;
- Maintenance Worker/Meter Reader;
- Meter Reader*;
- Office Assistant;
- Treatment Plant Operator IT;
- Treatment Plant Operator I;
- Treatment Plant Operator II;
- Treatment Plant Operator III;

**Positions To Be Filled When Needed As Determined By Employer*

4.02 In the event the Employer creates a classification not listed above, the Union shall be notified in writing not less than seven (7) calendar days prior to effective date.

ARTICLE 5 – NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap, or politics.

5.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

5.03 The Equal Employment Opportunity & Affirmative Action Program, as adopted by the Portage County Commissioners on 4/6/93 (a copy of which has been provided to the Union), is hereby incorporated within this Agreement by reference. The parties recognize that the Commissioners' program is not meant nor intended to alter or change the parties' existing seniority system.

ARTICLE 6 – DUES DEDUCTIONS

6.01 The Employer and the Union agree that membership in the Union is available after 31 days to all employees occupying classifications as determined by this Agreement to be appropriately within the bargaining unit.

6.02 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, initiation fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.03 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

6.05 Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. Any future employee, after 31 days, shall as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. The Employer shall have the sole discretion to discharge newly-hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union. Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee. The fair share fee is that amount equal to the Union dues.

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

ARTICLE 7 – NO STRIKE/NO LOCKOUT

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, workstoppage, or other concerted interference with or the withholding of services from the Employer, during the term of this Agreement.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article, in the event the Union fails to uphold its obligations pursuant to paragraphs .01 and .02, above.

7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

7.05 The Employer shall not lock out any employee for the duration of this contract.

ARTICLE 8 – UNION REPRESENTATION

8.01 The Employer agrees to admit Union representatives to the Employer's facilities during the Employer's normal office business hours. The representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employees. The employer authorization shall not be unreasonably denied.

8.02 The Employer shall recognize one Steward at Streetsboro and one Steward at O & M for the purpose of processing grievances in accordance with the Grievance Procedure. The Stewards shall be recognized as representatives as provided herein only for the facility in which they are employed; however, one Steward may be the alternative for the other Steward in the event of an absence of one of the two stewards recognized herein.

8.03 The Union shall provide to the Employer an official roster of local Union stewards which is to be kept current at all times.

8.04 No employee shall be recognized by the Employer as a Union Steward until the Union has presented the Employer with written certification of that person's selection.

ARTICLE 9 – BULLETIN BOARDS

9.01 The Employer agrees to provide space for bulletin boards in agreed-upon areas of each facility for use by the Union.

9.02 All notices of any kind posted on the bulletin board must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

9.03 No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

ARTICLE 10 – LABOR/MANAGEMENT MEETINGS

10.01 In the interest of sound labor/management relations on a mutually agreeable day and time at the request of either party, but not more frequently than quarterly, the Sanitary Engineer and/or his designees shall meet with not more than three (3) representatives of the Union, to discuss those matters addressed in Section 10.02. Additional representatives may attend by mutual agreement.

10.02 An agenda will be furnished and/or exchanged at least seven (7) calendar days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Engineer which affect bargaining unit members;

- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives and the Engineer the opportunity to share the views of their members/employees on topics of interest to both parties; and
- G. To discuss health and safety matters relating employees.

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

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

ARTICLE 11 – PERSONNEL FILES

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

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

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

ARTICLE 12 – PROBATIONARY PERIOD

12.01 The probationary period for all newly-hired employees shall not exceed one hundred twenty (120) calendar days. The promotional probationary period shall not exceed one hundred twenty (120) calendar days. Newly-hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

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

ARTICLE 13 – SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

13.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding twenty-four (24) months;
- d) He retires;
- e) He fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) He refuses recall or fails to report to work within ten (10) working days from the date the employee receives the recall notice.

13.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by date of application.

ARTICLE 14 – WORK PERIOD

14.01 The normal work period for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, normally Monday through Friday, except for the swing shift, exclusive of the time allotted for meals during the work period starting at 12:01 a.m., Monday and ending at midnight, Sunday.

14.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, or work period, from those existing at the time of this Agreement, the Employer will notify the union.

14.03 All employees will be allowed a maximum of thirty (30) uninterrupted minutes for an unpaid lunch period, which is to be taken at a time designated by the Employer, on or near the middle of the workday and shall be allotted a 10-minute wash-up period at the end of their regularly scheduled shift.

14.04 Any employee arriving late for work, except for extenuating or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness. An employee who establishes a pattern of tardiness abuse may be subject to disciplinary action.

14.05 Flex-time may be requested by an employee for special circumstances. Prior to approving flex-time, the Manager must determine that the flex-time will not interfere with the normal operation of the department nor will it result in overtime payment for another employee. The Manager will then authorize the time that the employee will flex out. All flex-time shall be compensated hour for hour.

Flex-time use requires twenty-four (24) hours advanced written approval from the Manager. Hours must be accumulated the day before, the same day, or day after the time off is requested and may not exceed two (2.0) hours per day.

ARTICLE 15 – OVERTIME

15.01 This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week. The Employer retains the right to require reasonable overtime.

15.02 When an employee is required by the Employer to work more than forty (40) hours in a week or eight (8) hours in a day, as defined in this Agreement, he shall be paid overtime pay for such time worked at one and one-half (1 ½) times his regular hourly rate of pay or choose equivalent hours in compensatory time. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Employees utilizing flex-time as provided in 14.05 are not entitled to overtime for working more than eight (8.0) hours in a day as a result of flexing period.

If an employee elects to take compensatory time off in lieu of overtime pay, for any overtime worked, such compensatory time shall be granted by the employee's manager, as calculated in paragraph one above, at a time mutually convenient to the employee and the manager. An employee may accrue compensatory time to a maximum of 100 hours.

An employee shall be paid at the employee's regular rate of pay for any hours of compensatory time which is unused on the 13th and 26th pay periods of each year.

15.03 Vacation time off used in four (4.0) hour increments or more shall be included toward the computation of overtime pay.

ARTICLE 16 – ROTATION OF OVERTIME

16.01 The Employer agrees that the overtime rotation and call-out rotation will be by seniority; however after the first call, the rotation then continues each time there is an overtime call. The Employer will rotate bargaining unit overtime opportunities by seniority among qualified full time bargaining unit employees who normally perform the work that is being assigned for overtime.

16.02 The Employer shall be the sole judge of the necessity of overtime within the bargaining unit.

16.03 When all methods of filling overtime needs of the department pursuant to this Article have been exhausted by the Employer, and additional overtime workers are still needed, then the employees shall be assigned to work such overtime beginning with the least senior person within the department who possesses the capabilities and qualifications necessary to perform the required overtime duties, as determined at the discretion of the Employer and progressing to the most senior such employee.

16.04 An overtime roster containing a record of each employee and the number and date of overtime hours worked, shall be maintained by all supervisors at a central department location. This roster will be updated weekly and a copy of the roster will be posted in a conspicuous manner in a central department location. The original roster will be kept in a secure location for review when necessary.

16.05 For purposes of this roster, employees will be credited with the actual number of overtime hours worked. An employee who is offered but refuses or is unavailable for overtime will be credited on the roster with the number of overtime hours refused. Employees on sick leave, vacation or personal leave will be considered to be unavailable, but their unavailability will not be credited against them on the roster.

ARTICLE 17 – HOLIDAYS

17.01 All full-time employees shall receive the following paid holidays:

New Year's Day
President's Day
Independence Day
Martin Luther King Day

Memorial Day
 Labor Day
 Columbus Day
 Thanksgiving Day
 Day after Thanksgiving
 Veteran's Day
 Christmas Day

17.02 In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday; in the event of any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday, where appropriate.

17.03 Employees scheduled to work on the holiday shall receive one and one-half (1 ½) times their regular hourly rate, in addition to receiving eight hours holiday pay at regular rate of pay. Holidays shall be counted as days worked.

ARTICLE 18 – VACATION

18.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
1 Year	80 Hours
8 Years	120 Hours
15 Years	160 Hours
25 Years	200 Hours

18.02 Earned vacation shall accrue on an hourly basis, based on the employee's anniversary date in accordance with the above schedule, providing the employee is employed by the Employer at that time. Vacation may be taken in not less than four (4) hour increments. Employee must take vacation within 12 months of which it is it is earned or forfeit such.

18.03 Employees shall select vacation time off, by seniority, not later than March 31 of each year. In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Employer, and on a first come first served basis. Thirty (30) day notice on vacation requests of one (1) week or more; five (5) day notice on less than five (5) days requests. If less than thirty (30) or less than five (5), it shall not be unreasonably denied.

18.04 Prior service with a political subdivision of the State of Ohio shall be used in determining service credit for purposes of vacation accumulation for all employees. Accumulation at the new rate begins October 25, 1995. Vacation accrued at the new rate cannot be taken until effective date of the new contract.

18.05 A bargaining unit employee who leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave. Such benefit will be provided within thirty (30) days after written notice is given to the County.

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

18.07 In the event that a holiday as defined, herein, falls within an employee's paid vacation period, such employee shall receive holiday pay in accordance with Article 17 in addition to vacation pay, or an additional day off.

ARTICLE 19 – SICK LEAVE

19.01 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.

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

19.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore not less than one-half (1/2) hour before the start of his work shift each day he is to be absent unless extenuating circumstances prohibit the employee from doing so.

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

19.05 Before an absence may be charged against accumulated sick leave, the Department Head where cause exists may require such proof of illness, injury or death as may be satisfactory to him, 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 more than three (3) work days must supply a physician's report to be eligible for paid sick leave.

19.06 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 sole 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 sole discretion, be considered an unauthorized leave and shall be without pay.

19.07 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

19.08 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.

19.09 When the use of sick leave is due to illness, injury or medical, dental, or optical examinations in the immediate family, "immediate family" is defined to include the employee's spouse, children, parents, grandparents, or grandchildren.

19.10 Employees who retire from the service of the Portage County Water Resources Department, according to the rules and regulations established by the applicable retirement body, shall be compensated in a lump sum for that portion of unused sick leave as follows: Twenty-five percent (25%) of all sick leave hours on credit, with the maximum payment being:

- a. Two hundred and forty (240) hours for employees with one (1) to five (5) years of completed service with the Water Resources Department or other Portage County agency.
- b. Three hundred sixty (360) hours for employees with six (6) to ten (10) years of completed service with the Water Resources Department or other Portage County agency.
- c. Four hundred eighty (480) hours for employees with eleven (11) to fifteen (15) years of completed service with the Water Resources Department or other Portage County agency.
- d. Six hundred (600) hours for employees with sixteen (16) to twenty (20) years of completed service with the Water Resources Department or other Portage County agency.
- e. Seven hundred twenty (720) hours for employees with twenty-one (21) or more years of completed service with the Water Resources Department or other Portage County agency.

Said lump sum shall be calculated on the basis of the employee's annual wage on retirement. Employees who have received retirement benefits payment under this section, shall not be eligible for sick leave recrediting upon re-employment.

19.11 After completion of one (1) full year of continuous employment with Portage County, all full time employees of the Board of Commissioners are entitled to personal days. Each full time employee will receive 24 hours (3 days) of personal time each fiscal year. Personal days will be charged against an employee's sick days although no illness is required in order to utilize them.

Employees must request to use personal time in increments of four hours or more. Approval needs to be made by the employee's supervisor and/or the Appointing Authority before the time can be used. Except in the case of an emergency, personal time must be scheduled and approved in advance. Such request shall not be unreasonably denied.

Personal time cannot be used during the Probationary Period.

Personal time may be used as floating holidays, birthdays, religious holidays, funerals or simply as a days of rest and relaxation.

Personal time carries no cash value upon termination (or at the end of a fiscal year) nor can it be used toward the notice period for separation.

The needs of the department must be considered before use of personal time is approved.

Personal time cannot be carried over into the next year. It must be used by December 31st of each year.

Employees who complete a year of service in the middle of a calendar year will be entitled to the proportionate amount of personal days (e.g. an employee reaching their one (1) year anniversary on June 30th, would be entitled to 1.5 personal days). All calculations will be rounded to the nearest ½ day.

ARTICLE 20 – FUNERAL LEAVE

20.01 Any employee shall be granted usage of sick leave, upon approval of the Appointing Authority, for a maximum of five (5) working days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparents, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or legal guardian.

ARTICLE 21 – INJURY LEAVE

21.01 When an employee is injured while actually working for the Employer and files for Workers' Compensation, he shall be eligible for paid leave, not to exceed ninety (90) calendar days. There will be a five (5) working day waiting period before this provision applies, in which the employee may use sick leave. If the employee receives Workers' Compensation benefits during the period of injury, the benefits shall be paid to the Employer and any sick days used during the waiting period shall be returned to the employee to the percentage that Workers' Compensation reimbursed the Employer.

21.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave shall be extended for an additional ninety (90) calendar day period, or parts thereof, as may be required by the disability.

21.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related.

21.04 In the event a claim is denied, any inappropriate payments shall be reimbursed to the County by deductions from the employee's future accrued sick leave.

ARTICLE 22 – UNPAID LEAVES OF ABSENCE

22.01 An employee who has completed his probationary period may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

22.02 All leaves of absence (any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within two (2) weeks from the date the application was made of the approval or disapproval of the leave. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during his absence.

22.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action. This provision shall not apply to employees on leaves of absence for Union business who are employed by the Union or to employees on educational leaves who are employed by the school they are attending as part of their education.

22.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer.

22.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

22.06 The Employer agrees to abide by all applicable Federal and State laws regarding the re-employment rights of employees in the bargaining unit who enter military service.

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

22.08 It is not considered 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 courts, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences are considered leave without pay, unless an employee uses his earned vacation time for this type of absence. Notice of such leave shall be given by the employee in accordance with Section 1 of this Article.

22.09 The parties hereby adopt the Family Medical Leave Act of 1993 by reference such that mandatory requirements of the Act are included and existing benefits are neither increased nor decreased.

ARTICLE 23 – MATERNITY/PATERNITY

23.01 An employee who becomes pregnant or whose spouse becomes pregnant, shall, upon request made to the Employer, be granted leave to absent herself/himself from work for maternity purposes. The date of departure and the date of return to work shall be selected by the employee and she/he shall notify the Employer of these dates as far in advance as is practicable. The employee, at her/his option, may utilize any or all of her/his accrued paid leave for maternity purposes. After accrued paid leave is exhausted if utilized she can be placed on maternity leave of absence without pay, not to exceed six months exclusive of all paid leave taken. Health insurance coverage shall continue for this period. At the expiration of six months, additional leave may be granted to her, at the sole discretion of the Employer.

23.02 If the Employer has reason to believe an employee under this Section cannot perform the duties of her position, the Employer may require that the employee undergo a physical examination. The Employer shall arrange and pay for the examination. If the physician certifies that the employee is unable to continue to work, the employee may, at her discretion utilize her accrued sick and/or vacation leave prior to being placed on maternity leave of absence.

ARTICLE 24 – INSURANCE

24.01 The Employer will provide to these employees the same medical insurance coverage and upon the same terms and conditions, if any, as that provided by the Portage County Commissioners for their other County employees.

ARTICLE 25 – WAGES

POSITION	CURRENT WAGE	Effective 9/1/12	Effective 9/1/13
Biologist	\$20.85	\$21.27	\$21.70
Collection System Operator IT	\$17.52	\$17.87	\$18.23
Collection System Oper. I	\$18.52	\$18.89	\$19.27
Collection System Oper. II	\$20.85	\$21.27	\$21.70
Customer Service Spec. I*	\$19.64	\$20.03	\$20.43
Customer Service Spec. II	\$23.00	\$23.46	\$23.93

Wages Continued:

POSITION	CURRENT WAGE	Effective 9/1/12	Effective 9/1/13
Design Technician I	\$17.52	\$17.87	\$18.23
Design Technician II	\$19.08	\$19.46	\$19.85
Design Technician III*	\$20.23	\$20.63	\$21.04
Electrician	\$20.85	\$21.27	\$21.70
Engineering Technician I	\$19.08	\$19.46	\$19.85
Engineering Technician II	\$20.23	\$20.63	\$21.04
Engineering Technician III	\$20.85	\$21.27	\$21.70
Equipment Operator I	\$19.08	\$19.46	\$19.85
Equipment Operator II	\$20.85	\$21.27	\$21.70
Laboratory Technician	\$15.77	\$16.09	\$16.41
Laborer	\$12.96	\$13.22	\$13.48
Maint. Wkr/Meter Reader	\$15.77	\$16.09	\$16.41
Meter Reader*	\$17.00	\$17.34	\$17.69
Office Assistant	\$12.48	\$12.73	\$12.98
Treatment Plant Oper. IT	\$17.52	\$17.87	\$18.23
Treatment Plant Operator I	\$18.52	\$18.89	\$19.27
Treatment Plant Operator II	\$20.85	\$21.27	\$21.70
Treatment Plant Operator III	\$21.40	\$21.83	\$22.27

* Positions to be filled when needed, as determined by the Employer

ARTICLE 26 – UNIFORMS

26.01 It is at the Employer's discretion as to which employees are required to wear uniforms. Employees required to wear uniforms shall be issued and shall wear complete uniforms during all working, overtime, and/or call back hours.

26.02 Effective January 1, 2012, the Employer shall provide each calendar year, either work related footwear and/or outerwear including prescription safety glasses, not to exceed \$175.00 to be reimbursed each year, with proof of payment for the following positions:

Biologists	Equipment Operators
Collection System Operators	Laborers
Electricians	Treatment Plant Operators
Engineering Technicians	Design Technicians
Maintenance Worker/Meter Reader	Customer Service Specialist
Laboratory Technician	Meter Reader

ARTICLE 27 – CALL IN PAY

27.01 Any employee called into work during their off-duty hours, shall be guaranteed a minimum of three (3) hours of pay, at the overtime rate, so long as such time does not abut or overlap the employee's regularly scheduled shift. This provision shall not result in the pyramiding of overtime.

ARTICLE 28 – VACANCIES AND PROMOTIONS

28.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

28.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Sanitary Engineer's office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Appendix A.

28.03 If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the most senior employee with the qualifications, skill, experience and ability to perform the work in question as determined by the Employer. Request for shift/schedule preferences will be given to qualified applicants based on seniority.

28.04 The effective date of the filling of a vacancy shall be as soon as possible, but no later than sixty (60) days after the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

28.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis. At the conclusion of this 90 day period, the vacancy must be filled in accordance with .04, above, or the position abolished.

28.06 An employee who is awarded a new job title shall be required to satisfactorily complete a one hundred twenty (120) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at this prior rate of pay with no loss of seniority.

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

28.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE 29 – LAYOFF AND RECALL

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

29.02 Employee(s) within the effected classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the effected classification are laid off first in the above respective order. "Departmental" shall be construed to mean within the Sanitary Engineer Department.

29.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated classification within the Department.

29.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated classification pursuant to the provisions of paragraph .03, above.

29.05 In all cases where an employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump) at the sole discretion of the Employer.

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

29.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

29.08 Employees scheduled for lay-off shall be given a minimum of fourteen (14) calendar days advance notice of lay-off.

ARTICLE 30 – HEALTH AND SAFETY

30.01 An employee that becomes aware of a seriously dangerous working condition shall immediately report to the Employer the existence of such condition, to be followed in writing. The employer shall timely investigate the reported condition and shall remedy the dangerous condition and advise the employee it is safe to work. A written report shall be made of each incident.

30.02 Any employee operating equipment that the employee believes to have a seriously dangerous defect shall report such defect to the Employer, in writing. Upon receipt of such notice of defect, the Employer shall have the equipment inspected by a mechanic, and either repair the equipment or remove it from service, as the Employer deems appropriate.

30.03 First aid kits shall be available as may be appropriate.

30.04 Reasonable protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the County.

30.05 In the event of any dispute under this Article, such dispute shall be immediately subject to resolution pursuant to Step 3 of the grievance procedure.

30.06 Effective January I, 1996, any employees who are required to have a Commercial Drivers License in order to perform the duties of their position are subject to the County's Policy and Procedure for "Commercial Drivers Licensed Employees Drug and Alcohol Testing Program" and Federal Regulations (Appendix B).

30.07 An employee who recognizes that he has a drug or alcohol problem will be granted a leave of absence (paid or unpaid) once during his employment with the Employer on the condition that the employee provides proof of his or her admission or enrollment in a recognized rehabilitation program and necessary treatment as approved by the Employer. An

employee will be permitted to use his accumulated sick leave and/or vacation leave without limit for participation in rehabilitation.

ARTICLE 31 – CONTRACTING OUT/SUBCONTRACTING

31.01 The Employer reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that performance by bargaining unit members is impractical.

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

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

ARTICLE 32 – TRAINING, LICENSES AND E.P.A

32.01 Any employee who desires to attend job related training courses, may so notify the Employer, not less than two (2) weeks prior to the commencement of the course. If the subject matter is able to be utilized on the job, such request shall not be unreasonably denied.

32.02 The Employer shall pay in advance the registration fee for approved training.

32.03 The Employer agrees to reimburse employees for approved expenses incurred pursuant to paragraph 32.01 above, only if the employee meets or exceeds the following criteria:

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

32.04 If an employee fails to attend and/or successfully complete the training program, then the employee shall reimburse the employer for expenses paid per Sections 33.01 - 33.03 above.

32.05 Employees attending approved courses during their regular working hours shall not suffer any loss in regular hourly wages.

32.06 Employees obtaining State Operator License(s) and/or properly required certification(s) shall advance to the next level of class recognition (as per Article 4).

The listed class and associated pay will be honored upon proof of service time and License/Certification at the next available pay period of the following month.

Treatment Plant or Collection System Operator IT newly hired in or newly promoted would work for a minimum of two years and have these two years to obtain a State Class I Operator License. If the class I is not obtained, the newly hired in or newly promoted is terminated or reduced to Laborer and its respective pay rate.

Advancement to Treatment Plant or Collection System Operator I – must have Class I License and must work a minimum of 2 years.

Advancement to Treatment Plant or Collection System Operator II – Must have State Class II License, and have worked a minimum of three years as a Class I.

Advancement to Equipment Operator II – must have State Class I Operations license, and worked a minimum of three years as Operator I.

Advancement to Treatment Plant Operator III – must have State Class III license, and worked a minimum of two years as a Class II.

32.07 Employees required to maintain a license as a requirement of their position shall provide the employer a copy of the license upon hiring and subsequent copies of each license renewal.

32.08 Water and wastewater treatment plant operators (IT, I, II, III) shall complete the "Operator of Record Notification Form" and shall sign the monthly operation reports (MOR) as required by the Ohio E.P.A. and/or the Federal E.P.A.

ARTICLE 33 – OUT OF CLASSIFICATION WORK

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

33.02 An employee who is temporarily assigned to work in a job classification having a rate of pay higher than such employee's regular job classification, shall receive the higher rate, to the extent that after he works and once the person has accumulated more than forty (40) hours in such higher classification.

33.03 Supervisors shall not perform job duties that fall within the job description or are usually assigned to a bargaining unit employee except in the following circumstances: (1) an emergency situation exists that requires the supervisor to perform bargaining unit work and (2) a bargaining unit employee is not reasonably available at the job site and the job task involves a minimal amount of time.

The Union agrees and recognizes that supervisors may assist a bargaining unit employee in completing a job task that involves bargaining unit work. "Assisting" shall not be construed to mean the substantial or significant performance of the job task by the supervisor.

The Employer agrees that supervisors shall not perform bargaining unit work for the sole purpose of avoiding overtime to bargaining unit members.

ARTICLE 34 – CONFORMITY TO LAW

34.01 The invalidity of any provision(s) of this Agreement by reason of any State or Federal law shall not affect the validity of the surviving provision.

ARTICLE 35 – TOTAL AGREEMENT

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

ARTICLE 36 – OBLIGATION TO NEGOTIATE

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

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

ARTICLE 37 – GENDER AND PLURAL

37.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 38 – HEADINGS

38.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 39 – LEGISLATIVE APPROVAL

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

ARTICLE 40 – DURATION

40.01 This Agreement shall become effective at 12:01 a.m. on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, August 31, 2014.

ARTICLE 41 – DISCIPLINE

41.01 Any non-probationary employee who is suspended, disciplined, or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of discipline, the employee has the right to confer with a representative of the Union.

41.02 Disciplinary action taken by the Employer shall only be for just cause.

41.03 Discipline shall normally be applied in a corrective progressive manner, i.e., verbal warning, written warning, suspension, discharge. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to the suspension or discharge.

41.04 The Employer shall serve the Union steward or his designee a copy of any disciplinary action taken against any employee immediately after such action.

41.05 Records of disciplinary action which are two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed, from the personnel file: a) There has been no occurrence of a similar type incident within the two (2) year period.

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

ARTICLE 42 – DISCIPLINARY PROCEDURE

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

42.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made, that he has a right to have a Union representative present, and is thereafter supplied a copy of the record, at least seven (7) calendar days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

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

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

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

42.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

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

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding.

42.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

42.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority or designee is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority or designee will, within fourteen (14) calendar days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority or designee, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within seven (7) calendar days from receipt of the Notice of Discipline.

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

42.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have

a Union representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all proposed settlements.

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

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

ARTICLE 43 – GRIEVANCE PROCEDURE

43.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, shall have the right to be represented by a Union steward at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

43.02 For the purposes of this procedure, the below-listed terms are defined as follows:

- a) Grievance – A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party – The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest – A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days – A "day" as used in the procedure shall mean calendar days, excluding holidays as provided for in this Agreement.

43.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) On the form provided, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place;

the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, associated with an employer-wide controversy or a safety issue, it may be submitted at Step 1.
- d) The preparation of grievances shall be conducted during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance or his Steward to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Union or Employer in future proceedings.
- f) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

43.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1:

An employee who believes he may have a grievance shall submit a written grievance to the Employee's Supervisor within fourteen (14) calendar days of the occurrence of the facts giving rise to the grievance. The Supervisor shall give his written answer within seven (7) calendar days from the receipt of the Step 1 Grievance.

Step 2:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Department Head within seven (7) calendar days from the date of the rendering of the decision in Step 1. Copies of the written decisions shall be submitted with the appeal. The Department Head or his designee, shall convene a meeting within fourteen (14) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Department Head or his designee, shall issue a written decision to the employee, with a copy to the Union within twenty-one (21) calendar days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 44 – ARBITRATION PROCEDURE

44.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within fourteen (14) calendar days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this fourteen (14) calendar day period, the parties will meet to select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.

44.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

44.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

44.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party.

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

ARTICLE 45 – EXECUTION

45.01 At the time of execution of this contract all grievances, arbitration, and unfair labor practices brought forth under the current Bargaining Unit Contract shall be null and void.

45.02 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29th day of November, 2012.

FOR THE UNION:

Teamsters Local Union #436

Raymond Tiboni

Christopher Scovone

FOR THE EMPLOYER:

Portage County Commissioners
Portage County Sanitary Engineer

Christopher Scovone

Thomas J. Malsio

Lauren L. Frederick

JH