



01/03/12
11-MED-08-1050
1835-01
K28085

AGREEMENT BETWEEN

TEAMSTERS UNION

LOCAL 20

AND

THE OTTAWA COUNTY COMMISSIONERS

SANITARY ENGINEERS

December 8, 2011 through December 7, 2014

TABLE OF CONTENTS

Preamble	3
Article 1 Recognition	3
Article 2 Nondiscrimination	4
Article 3 No Strike - No Lockout	5
Article 4 Management Rights	5
Article 5 Discharge and Discipline	6
Article 6 Grievance Procedure	7
Article 7 Agency Shop	9
Article 8 Bulletin Boards	11
Article 9 Probationary Period	12
Article 10 Seniority	12
Article 11 Layoff and Recall	14
Article 12 Vacancies and Bidding	14
Article 13 Assignment of Other Employees to Bargaining Unit Work	16
Article 14 Working out of Classification	16
Article 15 Performance of Work by Supervisors	16
Article 16 Temporary Employees	17
Article 17 Safety and Health	17
Article 18 Training	19
Article 19 Educational Reimbursement	20
Article 20 Overtime	22
Article 21 Vacation	23
Article 22 Holidays	25
Article 23 Union Business and Stewards	26
Article 24 Uniforms and Equipment	28
Article 25 Personal Leaves	28
Article 26 Bereavement Leave	28
Article 27 Military Leave	29
Article 28 Jury Leave	29
Article 29 Sick Leave	30
Article 30 Family Leave	32
Article 31 Calamity Days	33
Article 32 Travel and Reimbursement	34
Article 33 Pension/Ohio Public Employees Retirement System	34
Article 34 Insurance Coverage	34
Article 35 Labor/Management Meetings	35
Article 36 Waiver in Case of Emergency	36
Article 37 On Call Rotation	36
Article 38 Savings Clause	37
Article 39 Wages	38
Article 40 Hire Rates	38
Article 41 Wage Increase for New Employees	38
Article 42 Promotional Increase	38
Article 43 Two-Hour Minimum Call Out	39
Article 44 Hours of Work and Work Week	39
Article 45 Time Clocks	41

Article 46	Duration	43
Article 47	Maternity Leave and Pay	43
Article 48	Longevity Pay	43
Article 49	Personal Days	44
Article 50	Water Plant Cover Person	44
Appendix A	Wages - Year One.....	47

As a result of the 2011 negotiations between the County of Ottawa and the Teamsters Union, Local Number 20, the following revised labor agreement shall result in a revised Agreement, which shall go into effect on December 8, 2011. This new Agreement shall amend the existing Agreement dated December 8, 2008. The new Agreement shall have a duration period of three (3) years.

PREAMBLE

Section 1. This Agreement, entered into by the County of Ottawa, hereinafter referred to as the "County," and the Teamsters Union, Local No. 20, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understanding and agreement between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case number 84-RC-07-1577, including: all full-time and regular part-time non-supervisory, non-confidential, and non-management employees in the Sanitary Engineer's Department, and more particularly identified as the following: Maintenance Foreman, Electrical/Maintenance, Wastewater Treatment Plant Operator III/Maintenance, Water Treatment Plant Operator III/Maintenance, Relief Water Operator III/Maintenance, Wastewater Treatment Plant Operator II/Maintenance, Water Treatment Plant Operator II/Maintenance, Relief Water Operator II/Maintenance, Wastewater Treatment Plant Operator I/ Maintenance, Water Treatment Plant Operator I/Maintenance, Lab Technician, Project Observer, Maintenance Worker II and III, Laborer, Custodian, Bookkeeper/ Clerical I, II, and III, Bookkeeper III/Assessment Specialist, Billing/Clerical Specialist I and II, Billing III/Information Systems Specialist, full-time and part-time Secretary/Typist and Principal Clerk I, Principal Clerk II, and Communications/SCADA Specialist in the Sanitary Engineer's Department, but excluding in the Sanitary Engineer's Department, the Sanitary Engineer, Administrator, , Wastewater/Water Treatment Plant Superintendent, Assistant Water Treatment Plant Superintendent, , Operations Manager/Engineer, Assistant Operations Manager, SSES Coordinator and GIS/Technical Coordinator and further excluding all other employees under the authority of the Ottawa County Commissioners.

Section 2. The County agrees that it will neither negotiate with, nor make bargaining agreements for, any of it's employees in the bargaining unit described above, unless it be through a duly authorized representative of the Union.

Section 3. Wherever used in this Agreement, the term "employees" shall be deemed to include those individuals employed by the County in those positions and classifications included in the above described bargaining unit.

Section 4. Wherever used in this Agreement, the term "County" shall be deemed to include the Ottawa County Commissioners, the Ottawa County Sanitary Engineer, or any designee of any of the foregoing, unless otherwise indicated.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Neither the County nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, marital status, race, color, creed, ancestry, religious affiliation, national origin, political affiliation, handicap, or veteran status. Nothing within this agreement will be construed to prevent the county from complying with applicable federal, state, or local laws or regulations governing handicap or disability. The Union shall share equally with the County the responsibility for applying the provisions of this Article.

Section 2. The Employer may undertake reasonable accommodation to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation that adversely affects rights established under this Agreement, the Employer will discuss the matter with the Business Representative or other designated union representatives. If the union doesn't agree with decision of the Employer, the union may begin at step 4 of the Grievance Procedure.

Section 3. 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.

Section 4. The County agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or its representatives against any legal employee activity or employees acting legally in the official capacity on behalf of the Union.

Section 5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any nonunion member exercising the right to decline membership in the Union or to decline participation in Union activities.

Section 6. Alleged violations of this Article that qualify for appeal under the rules of the Equal Employment Opportunity Employment Relations Board shall be appealable through the Grievance Procedure contained elsewhere herein, but such grievances shall proceed immediately to that step of the Grievance Procedure immediately preceding arbitration. However, the parties further agree that grievances that allege a violation that is appealable to such an outside agency shall not be arbitrable, but may be submitted to mediation. If an employee or the Union appeals such an alleged violation to any outside agency the employee or the Union shall be deemed to have withdrawn and abandoned such grievance.

**ARTICLE 3
NO STRIKE - NO LOCKOUT**

Section 1. The County agrees not to lockout employees, and the Union agrees not to strike during the term of this Agreement or any extensions thereof.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1. The Union recognizes the right and authority of the County to administer the business of the Sanitary Engineer's Department, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the County has and will retain the full right and responsibility to direct the operation of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are not modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the Departments' goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the Departments' organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Departments;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the Departments' overall budget and uses thereof;
- K. To maintain and improve the efficiency and effectiveness of the County's operations;
- L. To determine and implement necessary actions in emergency situations; and

- M. To determine the necessity to require mandatory overtime for service emergencies.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the County not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the County, and that nothing herein shall be construed to restrict the County's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 5 DISCHARGE AND DISCIPLINE

Section 1. The County may conduct an investigation of any alleged violation committed by an employee of the County's rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

Section 2. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for just cause.

Section 3. Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform his assigned job duties, or such off-duty conduct unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of the Department.

Section 4. Forms of disciplinary action may include:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Reduction in pay rate;
- F. Discharge from employment.

Section 5. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of tools, machinery, equipment, or apparatus, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

Section 6. Whenever the County determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notice shall also advise the employee of his rights to be represented at the conference by his steward and/or Union representative. Said conference must take place within five (5) workdays from when notice is given, and the time, date and place will be by mutual agreement.

Section 7. Disciplinary action taken by the County against an employee, resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay, shall only be appealable in accordance with the Grievance Procedure contained herein, and such appeal shall be the sole and exclusive remedy available to the employee. For discharge, the Grievance Procedure shall begin at the Third (3rd) Step if necessary to proceed to expedited arbitration.

Section 8. Disciplinary action resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay shall be removed from the file and not considered in any other actions after a period of 36 months. All other disciplinary action shall be removed from the file and not considered in any other actions after a period of 24 months.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee, Union, or the County that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of the Agreement nor those matters not covered by this Agreement.

Section 2. It is the mutual desire of the County and the Union to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort will be made by the County and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

SUPERVISOR

STEP 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

DEPARTMENT HEAD

STEP 2. The employee and/or Steward shall reduce the grievance in writing, sign it, and with his Steward, if he so desires, present the grievance to the Department Head within five (5) days of the occurrence giving rise to the grievance. The Department Head shall attempt to resolve the grievance and shall respond in writing to the grievant not later than seven (7) working days following the meeting.

COUNTY ADMINISTRATOR

STEP 3. If the grievance remains unresolved, it shall be presented by the employee, with his Steward if he so desires, to the Ottawa County Administrator within five (5) days after the response of the Department Head. Either party may request a hearing prior to the formal response by the Administrator. The Administrator shall respond in writing within (7) days, if no hearing is held. If a

hearing is requested, the Administrator shall respond in writing within seven (7) days after the hearing had concluded.

ARBITRATION

STEP 4. If the decision of the County Administrator is not satisfactory, then the Union shall notify the County in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. Arbitrators shall be chosen by mutual agreement of the parties within thirty (30) days after the response from the County Administrator. If no agreement is reached, the Union must write and request an Arbitrator panel from FMCS within forty five (45) days after the response from the County Administrator. Failure to timely notify the County of intent to arbitrate and/or to request an arbitrator panel will result in the grievance response at the County Administrator's (Step 4) level becoming final. Within ten (10) working days after receipt of such panel, the parties shall meet to select the Arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

Section 3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

In the event of monetary award, the arbitrator shall limit any retroactive settlement to a period of ten (10) working days prior to the date the grievance was presented to the County in Step 1 of the Grievance Procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decisions of the arbitrator will be binding on the County, the Union and the employees. All costs involved in obtaining the list of arbitrators shall be shared equally by the parties. The expense of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees

of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

Section 4. Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of the Grievance Procedure or to appeal it within the time limits set forth in Steps 3 and 4 of the Grievance Procedure shall result in dismissal of the grievance.

Section 5. Failure by the County to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

Section 6. The County shall provide the Union with a list of the County's designated representatives for each step of the grievance procedure.

Section 7. All grievances advancing to Step 2 shall be filed using the form attached hereto as Appendix D and must contain all information as required by said form.

Section 8. A grievance may be brought by the Union, the County, or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 9. For the purposes of this Article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the County. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the grievated employee when he is the moving party and the working days of the County when it is the responding party.

Section 10. All matters arising under this Agreement that would otherwise be appealable under ORC Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

ARTICLE 7 AGENCY SHOP

Section 1. In recognition of the Union's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit, the employees within the bargaining unit shall, within one hundred and twenty (120) calendar days from the effective date of this agreement, or their date of hire, whichever is later, either become members of Teamsters Local No. 20 or share in the financial support of Teamsters Local No. 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20. The Union agrees to establish a rebate procedure for fees deducted from nonmembers of the Union in accordance with O.R.C. 4117.09 and any relevant decision from the U.S. Supreme Court.

Section 2. In accordance with this Article, the County will deduct any unpaid Union dues, initiation fees, and equal assessments or service fees owed to the Union, as well as current Union dues, initiation fees, equal assessments or service fees from the paychecks of employees eligible for the bargaining unit, except newly hired probationary employees working during their probationary period. Such deductions shall be made each month for which current dues and any initiation fees or service fees are due the Union. The County further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, uniform assessments, or service fees so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Such deductions shall begin at the completion of the probationary period and continue each month for which current dues and any initiation fees or service fees are due the Union.

Section 3. The County agrees to make such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form must be presented to the County by the Union. Upon receipt of the proper authorization, the County will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the County.

Section 4. The parties agree that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees, assessments and service fees. The Union shall indemnify and save the County harmless against any liability, claims, actions, suits, or proceedings that may arise out of, or by reason of, any actions taken by the County for the purpose of complying with the provisions of this Article. In the event the County is held responsible for the repayment of monies paid to Local 20 pursuant to this Article, Local 20, to the extent of those monies actually received, shall reimburse same to the County and/or the designated employees involved.

Section 5. The County shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

Section 6. The County shall not be obligated to deduct dues, initiation fees, other assessments, or service fees for the wages of any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

Section 7. The rate at which dues and service fees are to be deducted shall be certified to the County Auditor by the Secretary-Treasurer of the Union. Thereafter, the Secretary-Treasurer of the Union must give one (1) month advance notice to the Auditor prior to making any changes in an employee's dues or service fee deduction.

Section 8. Except as otherwise provided herein, each eligible employee's written and voluntary signed authorization for dues deduction shall be honored by the County for the duration of this Agreement.

ARTICLE 8 BULLETIN BOARDS

Section 1. The parties agree that a reasonable portion of the County's bulletin boards, now located at each reporting station, shall be set aside for use by the Union for only those purposes specified in the Article. If, in the exercise of its judgment, the County finds that any such bulletin board space hereafter becomes inadequate to accommodate both County and Union materials, the County shall so notify the Union in writing, and it shall then be the union's responsibility to provide a bulletin board at its own expense for the posting of such Union materials. The location of such Union bulletin board shall be designated by the Sanitary Engineer or his/her designee and shall not be so located as to be visible to members of the general public upon initially entering the offices/buildings.

Section 2. All Union materials of any kind posted on a Union bulletin board shall bear the signature of a local Union officer. Union notices and materials relating to the following matters may be posted without the necessity of obtaining the Sanitary Engineer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union;
- G. Nonpolitical publications, rulings or policies of the Union.

Section 3. All other notices and materials of any kind not specified in paragraphs A through G of Section 2 above must be given prior approval by the Sanitary Engineer or his/her designee before the posting thereof.

Section 4. No materials may be posted at anytime on a Union bulletin board, which contains any of the following:

- A. Personal attacks upon other members of the Union or upon any other employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the County;
- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

Section 5. No Union-related materials of any kind may be posted anywhere in or upon the County's facilities and premises or upon the County's equipment, apparatus or property of any kind except on a bulletin board designated for the Union's use.

Section 6. The Sanitary Engineer or his/her designee, without interference from the Union, shall cause the immediate removal of any materials posted on a Union bulletin board or elsewhere in violation of this Article.

Section 7. Prior to the posting of permitted material, one (1) copy thereof shall be submitted to the Sanitary Engineer or his/her designee who shall date and initial such copy upon receipt thereof.

ARTICLE 9 PROBATIONARY PERIOD

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for a new employee shall begin on the first day for which the employee receives compensation from the County and shall continue for a period of one hundred and twenty (120) calendar days. A newly hired probationary employee may be discharged or laid off at any time during his probationary period and the County's decision to discharge or layoff a probationary employee shall not be subject to the Grievance Procedure contained herein or be otherwise appealable.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. If during that sixty (60) calendar day probationary period, the employee decides that he does not want to keep the position, or if during that sixty (60) day period the County decides that the employee's performance is unsatisfactory, the employee shall be returned to his/her former position, provided however such position has not been subject to reduction in force according to provisions of Article 11 of this agreement.

Section 3. A newly hired probationary employee will be eligible for insurance coverage under Article 34 of the Agreement, sick leave and bereavement leave after completing two (2) months of employment. Newly hired probationary period employees shall receive no other fringe benefits during their probationary period, nor shall they be eligible for promotion.

Section 4. Newly hired employees continuing in the service of the County after the successful completion of their probationary period shall thereafter be entitled to all fringe benefits, and their continuous service shall be computed beginning with the first day for which they received compensation from the County.

ARTICLE 10 SENIORITY

Section 1. Seniority is defined as an employee's uninterrupted length of continuous service with the County since the most recent date of the employee's employment by the County, except as otherwise herein provided.

Section 2. If an employee's continuous service is broken, the employee shall lose all previously accumulated seniority unless he is reinstated.

Section 3. Seniority and employment shall be terminated and continuous service broken upon the happening of any of the following events:

- A. An employee quits or resigns;
- B. An employee retires;
- C. An employee is discharged for just cause;
- D. An employee fails to return to work within three (3) workdays after receipt of a notice of recall;
- E. An employee is absent for three (3) consecutive workdays without giving the County notice of such absence and failed to give the County satisfactory reasons for his absence or his failure to give the County notice of his absence;
- F. As provided in Article 25, an employee fails to follow the proper procedure for obtaining a leave of absence or fails to return to active service immediately following the expiration of this approved leave; or obtains a leave of absence by falsification of the facts thereof;
- G. An employee is self-employed or accepts employment with another employer during the period of an approved leave of absence as provided in Article 25;
- H. An employee is laid off a period of twelve (12) consecutive months from the date of layoff;
- I. An employee has been on a leave of absence due to an illness or off the job injury for a period of eighteen (18) consecutive months or an employee has been on a leave of absence due to occupational illness or injury for a period of twenty-four (24) consecutive months;
- J. An employee has falsified pertinent information on his application for employment;
- K. An employee is rendered permanently incapable of performing his assigned job duties due to illness, injury, disability, or handicap. Such permanent incapacitation shall be determined in accordance with the requirements for disability under the provisions of the Public Employees Retirement System of Ohio.

Section 4. The County shall post a seniority list, one every twelve (12) months, on the Union Bulletin Boards, reflecting the length of each employee's continuous service. A copy of the seniority list shall be sent to the union by email.

Section 5. An employee's seniority shall be re-calculated and his most recent date of employment by the County shall be adjusted accordingly whenever the employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days even though such leave of absence does not constitute a break in continuous service. Therefore whenever an employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days, the employee's most recent date of employment by the County shall be advanced to that date which corresponds to that period of time the employee is on such leave.

Section 6. In the event that two (2) or more employees commence service with the County on the same day, the following criteria shall be utilized to determine the most senior employee:

- A. The senior employee shall be the employee with the earliest Resolution to hire date signed by the Commissioners.

- B. If the Resolution to hire date is identical, the County will utilize the date of the employee's application for employment to determine the senior employee.
- C. If the application date is identical, the County will refer to the Social Security Number identified on the application. The lowest Social Security Number will determine the senior employee.

ARTICLE 11 LAYOFF AND RECALL

Section 1. The County shall determine when and in which classification(s) layoffs will occur.

Section 2. Within each classification affected, employees will be laid off in accordance with their department seniority and their relative skill and ability to perform the remaining work available without further training as determined by the County. When two (2) or more employees have relatively equal experience, skills, abilities, and qualifications to perform the work available without further training, the employee, or employees, with the least department seniority will be laid off first.

Section 3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their department seniority and their relative skill and ability to perform the work available without further training as determined by the County. When two (2) or more employees have relative equal experience, skill, ability, and qualification to perform the work available without further training, the employee, or employees, with the most department seniority will be recalled first.

Section 4. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The County shall provide the Union with copies of all such recall notices.

Section 5. A recalled employee shall have three (3) working days following his receipt of the recall notice to return to work, unless a different date for returning to work is specified in the notice.

Section 6. The County's determination concerning an employee's relative skill and ability to perform the work available without further training made in accordance with Section 2 and 3 of this Article, and only that determination, shall be subject to the Grievance Procedure contained elsewhere in this Agreement.

ARTICLE 12 VACANCIES AND BIDDING

Section 1. The parties agree that all appointments to positions within the bargaining unit covered by the agreement, other than original appointments, shall be filled in accordance with this Article.

Section 2. Whenever the County determines that a permanent vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy

shall be posted upon each of the Union bulletin boards for three (3) consecutive workdays. During the posting period, anyone wishing to apply for the vacant position shall do so by notifying the County of his desire to obtain the position, in writing. The County will provide the following information for each vacancy:

1. Pay scale/wages;
2. Shifts status and workweek starting day (status at inception of position, subject to change in accordance with scheduling provisions of this agreement);
3. Summary of description.

The County shall not be obligated to consider any application submitted after the posting period has expired or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position.

Section 3. The County shall give first consideration to those timely-filed applications of employees already within the bargaining unit. However, if the County determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position, or no one in the bargaining unit bids the job, the County shall then be free to fill the vacancy by appointing a newly hired employee or a person employed by the County outside the bargaining unit.

Section 4. The position shall be awarded to the individual whom the County determines best possesses the ability to perform the work required. However, if two (2) or more employees are considered by the County to be relatively equal in their ability to perform the work required, seniority shall then govern in awarding the position. The County's determination as to an employee's qualifications to fill a vacant position, and only that determination, shall be subject to the Grievance/Arbitration procedure contained in this agreement, but such determination shall not be otherwise appealable.

Section 5. However, when a vacancy exists as it relates to the Maintenance Foreman position only, the position shall be awarded to the individual whom the County determines best possesses the ability to perform the work required.

Section 6. The County will notify all applicants once the selection has been made.

Section 7. For the purpose of this agreement, the term "Promotion" shall mean the act of placing an employee in a position in the bargaining unit, which carries a higher salary range than that previously held.

Section 8. If an employee is selected for promotion, he shall be compensated at the appropriate rate commencing upon the first day he is assigned to and works in the position.

Section 9. When a vacancy exists, the County shall first make the decision as to whether the vacancy is to be filled on a permanent basis. However, nothing in this article shall be construed to limit or prevent the County from temporarily filling a vacant position pending the County's determination as to whether or not the vacancy is to be filled on a permanent basis. The County shall not temporarily fill a vacant position for a period exceeding sixty (60) consecutive calendar days, and the County shall, not later than the expiration of such

period, inform the Union, in writing, of its decision as to whether the vacancy is to be filled on a permanent basis.

ARTICLE 13 ASSIGNMENT OF OTHER EMPLOYEES TO BARGAINING UNIT WORK

Section 1. The County shall not assign other County employees not covered by this Agreement to perform bargaining unit work if the assignment of other County employees to perform such work would result in the layoff of or loss of earning opportunities for bargaining unit employees. This provision shall not apply in the case of extraordinary circumstances.

ARTICLE 14 WORKING OUT OF CLASSIFICATION

Section 1. Any employee temporarily assigned to perform the duties of a position with an assigned higher rate of pay than his regular classification shall be paid at the higher rate after he has been assigned to the higher classification for two (2) consecutive workdays.

Section 2. The County agrees not to rotate or make successive daily assignments to avoid payment of the higher rate of pay.

Section 3. The primary function of the two Classifications listed below will be as first indicated. However, based upon the County's prioritization of work, the listed classifications shall be utilized in the secondary function at the County's discretion, that being (Maintenance):

- A. Water Treatment Plant Operator /Maintenance
- B. Wastewater Operator/ Maintenance
- C. Electrical /Maintenance

ARTICLE 15 PERFORMANCE OF WORK BY SUPERVISORS

Section 1. Supervisory and management employees shall not normally perform work regularly done by employees covered by this Agreement, except in the following circumstances:

- A. Emergencies;
- B. When regular employees are not available because of absenteeism, tardiness, illness or injury;
- C. To instruct, train, or assist employees;
- D. To relieve regular employees for lunch or break periods; and
- E. When starting and testing new equipment or processes;
- F. Supervisors may perform normal bargaining unit work in order to meet water and wastewater license requirements. This shall not be done in an effort to displace or replace a bargaining unit employee.

ARTICLE 16 TEMPORARY EMPLOYEES

Section 1. The County shall not employ temporary employees in such a manner as to cause the layoff or permanent displacement of employees covered by this agreement.

Section 2. The County will not subcontract work normally performed by bargaining unit employees unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;
- B. The County is required by law to seek competitive bids;
- C. Bargaining Unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. It is less expensive to contract out the work, and the work can thus be done more economically by an outside source.

Section 3. Before entering into such a subcontract, the County, except in case of emergency, shall confer with the Union.

ARTICLE 17 SAFETY AND HEALTH

Section 1. The County and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

Section 2. The Union agrees that careful observance of safe working practices and County safety rules is a primary duty of all employees. The County agrees to uniformly enforce safety rules without discrimination. Violation of County safety rules shall subject the offending employees to disciplinary action, up to and including discharge.

Section 3. It shall be the responsibility of all employees to immediately report unsafe conditions to the County. The County shall provide employees forms for this purpose. Copies stating pertinent facts on unsafe conditions shall be distributed to the Supervisor and/or Department Head.

Section 4. An employee who may be injured during the course of a day's employment shall be paid for the hours the employee was scheduled to work that day, if such injury requires the employee to leave the job and seek immediate medical attention. The employee shall provide written verification from a doctor of medical attention in order to qualify for the pay.

Section 5 - Injury Leave/Wage Continuation Policy. In the event an employee suffers a compensable industrial injury or illness, the employee may, subject to the below-mentioned terms, receive injury leave in lieu of workers' compensation lost-time benefits. Wages will be paid at the same base rate of pay the injured employee was making at the time of the injury. The payments will be taxable income and subject to the same tax withholding requirements as one's regular wage. The County will continue to withhold those

contributions toward health benefits that the injured employee paid prior to the occupational injury. Vacation and sick leave accrual will continue.

The County recognizes all injuries/situations can be a little different and there may be a need to deviate from the policy and this will be based on the approval of the Disability Management Team.

QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the County or, in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with the Ohio Bureau of Workers' Compensation.
2. As it pertains to this policy Fremont Memorial Health Link Services must be used beyond the closest emergency room if necessary. The injured worker must accept Fremont Memorial Health Link Services as the physician of record.
3. Competent medical proof of disability must be provided on Physician's Update and Physical Capabilities Form. The attending physician (Memorial Hospital Health Link Services) must complete the form in its entirety and affix his/her original signature to the form.
4. Where medically approved by Memorial Hospital Health Link Services, the injured employee agrees to participate in any Transitional Work, Vocational Rehabilitation or Return to Work program offered by the County.
5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations.

TERMINATION CONDITIONS

Wage continuation/injury leave will cease upon any of the following conditions:

1. Fremont Memorial Hospital Health Link Services releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to transitional or alternative duty assignment consistent with his/her medical restrictions as approved by the physician of record.
4. Employee fails to appear for employer-sponsored medical examination(s).
5. Employee has reached maximum medical recovery and/or the condition has become permanent.

6. Regardless of the above conditions of termination, management may, at its sole discretion, terminate injury leave benefits at anytime if disability exceeds a total of a twelve (12) week period.
7. Injury leave plan and all benefits can be terminated at management's discretion at any time.
8. The claim is found to be fraudulent after payment has commenced.
9. The injured worker attempts to collect both wage continuation and temporary total compensation.
10. Employment termination; or
11. Violation of any organizational policy or guideline related to Workers Compensation.

Disability Management Team Members:

- A. Safety Coordinator
- B. Human Resources
- C. Department Head/Designee of Injured Employee
- D. Injured Worker
- E. Union Representatives (if applicable) of Injured Employee

The wage continuation agreement will be reviewed by the Disability Management Team on an ongoing basis if the injured employee has not returned to work based on the circumstances of the injury.

ARTICLE 18 TRAINING

Section 1. The County will make reasonable efforts to provide employees with on the job training to prepare employees to perform work in positions within the bargaining unit to which they are or may be assigned.

Section 2. Employees will make reasonable efforts to acquire and maintain the skills required for the performance of work in positions within the bargaining unit to which they are, or may be, assigned.

Section 3. A Laborer or Maintenance Worker II choosing to obtain a Wastewater Collection License I or II; Water Distribution License I or II; Water Operator license I, II or III; or a Wastewater Operator License I, II or II shall be permitted to take the test on work time once per license.

A Wastewater Treatment Plant Operator/Maintenance I, II or III, Maintenance Foreman, Lab Tech or SCADA choosing to obtain a Water Distribution License I or II; Water Operator license I, II or III; or a Wastewater Operator License I, II or II shall be permitted to take the test on work time once per license.

A Water Treatment Plant Operator/Maintenance I, II or III, Maintenance Foreman, Lab Tech, SCADA or Wastewater Operator choosing to obtain a Water Operator license I, II or III shall be permitted to take the test on work time once per license.

A Lab Tech choosing to obtain a Wastewater Analyst license shall be permitted to take the test on work time once per license.

The County further agrees to pay the testing fee and travel time once per license, after the employee provides documentation that he has passed the test. If classes are offered in order to prepare for the test or a review session is offered, the County agrees to pay for the tuition one time per license, after the employee provides documentation that he has passed the test. The County will not pay travel time nor will the employee be compensated for time spent in class or in a review session. The County agrees to pay the renewal fee for the above licenses for the appropriate classifications.

Section 4. In the event a Federal or State law requires continuing education credits for the above licenses, the County agrees to pay the cost of approved seminars/classes to obtain the CEU credit, as well as mileage and employee time. Payment for the continuing education credits shall be made by the County prior to the employee taking the class. In the event the employee does not attend the class/training or in the event the employee is no longer employed by the County at the time of the training, the employee is responsible for reimbursing the County for any cost incurred by the County. The reimbursement will be through payroll deduction. This only applies to required CEU classes approved by the County.

The County will make a good faith effort to post CEU trainings held on-site and scheduled by the Sanitary Engineering Department at least three (3) days in advance of such training. The County will only pay for an employee's time and expenses pertaining to CEU's relating to a required license.

Section 5. The County will allow water operators to alter schedules to be available, on the employee(s) own time, for wastewater CEU training available at County facilities, provided it does not create additional overtime or cause any additional expense to the County.

Article 19 Educational Reimbursement

Section 1. Upon written request, the County may approve the reimbursement of tuition (course fee) to obtain additional education or training in an area or field related to the employee's job. If the County determines that such additional training is sufficiently beneficial to the County to warrant payment by the County, and if funds permit, the County may authorize education reimbursement. Approval must be obtained in advance of starting the training, and the employee must present satisfactory evidence to the Employer indicating the amount of tuition paid and proof that the employee has successfully completed the course.

If the employee leaves the employment of Ottawa County within one year of the date of reimbursement of educational assistance, he/she will reimburse the County for 100% of the

reimbursement received from the County. If the Employee leaves the employment of the County within two years from the date of reimbursement of educational assistance he/she will reimburse the County for 50% of the reimbursement received from the County.

The employee will be required to authorize the County to deduct the reimbursement owed back to the County from the employee's final pay warrant if necessary.

Section 2. No such reimbursement shall be permitted unless the employee obtains approval thereof before incurring such expenses.

Section 3. Hours spent by an employee obtaining such non-mandatory education or training shall not be counted as hours worked for the purpose of computing entitlement to overtime or for any other purpose.

Section 4. An employee shall receive no such reimbursement in the event he fails to complete such education or training, unless he can demonstrate that his failure to complete such education or training was for good cause. The reimbursement from the County shall be made, in full, as soon as the employee presents verification of a passing grade.

Section 5. Upon completion of the following licenses, the County agrees to pay an hourly bonus to all Maintenance II and Laborer Classifications who acquire the following licenses.

Water Distribution	\$0.25 per hour
Wastewater Collection	\$0.25 per hour
Class 2 Water Distribution	\$0.25 per hour
Class 2 Wastewater Collection	\$0.25 per hour

The \$0.50 per hour bonus for a Class 2 license is a maximum bonus amount paid for obtaining the license. It is not paid in addition to the \$0.25 per hour, Class I license bonus amount (assuming the employee has also secured the Class I license).

The class I, II and III Operator license applies only to Laborer, Maintenance Worker II, Maintenance Worker III, Maintenance Foreman, Lab Tech and SCADA classifications.

Class I Wastewater Operator	\$0.20 per hour
Class I Water Operator	\$0.20 per hour
Class II Wastewater Operator	\$0.40 per hour
Class II Water Operator	\$0.40 per hour
Class III Wastewater Operator	\$0.60 per hour
Class III Water Operator	\$0.60 per hour
	(Not cumulative, higher rate supersedes lower rate)

Maintenance II employees hired after January 1, 1997 shall have thirty months to secure a Water Distribution I and a Waste Water Collection I license.

Article 20 Overtime

Section 1. Time and one-half the employee's usual hourly rate will be paid for all hours field staff employees are in active pay status in excess of forty (40) hours in any one (1) week, and overtime or compensatory time at a rate of time and one-half the employee's usual hourly rate will be received by office staff employees for all hours an employee is in active pay status in excess of forty (40) hours in any one (1) week, but there shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime pay or compensatory time.

Section 2. Overtime shall be offered to those employees qualified to perform the available work within the department or classification by seniority on a monthly rotating basis. Should a situation exist whereby overtime is offered but refused by all qualified employees, overtime will be required on a least seniority basis. Probationary and temporary employees shall not be allowed to work any overtime unless all qualified bargaining unit employees have been offered the work.

Section 3. The premium pay an employee receives for performing required work on a holiday, as provided in Article 22 (Holidays), shall be applied to his overtime entitlement for those hours actually worked during the week in which the holiday occurs,; however, those amounts paid to an employee over and above his usual hourly rate for work required to be performed on a holiday shall be excluded in calculating the employee's overtime rate of pay for F.L.S.A. purposes.

Section 4. If scheduled weekend overtime is offered to an employee prior to 2:00 p.m. on Thursday, the employee shall be required to work overtime; however, if scheduled weekend overtime is offered to an employee after 2:00 p.m. on Thursday, the employee shall not be required to work the overtime.

Section 5. Overtime offered, but refused, shall be considered as overtime worked for the purpose of determining which employee shall be offered available and required overtime. The Department Head and all supervisors shall keep and maintain an updated overtime list, which shall be available to the Stewards for their review.

Section 6. All hours worked and all hours paid excluding compensatory time shall be considered as active pay status for the purpose of calculating an employee's entitlements to overtime.

Section 7. Unpaid lunch periods, and all leaves or absences without pay shall be excluded in determining an employee's active pay status for the purpose of calculating an employee's entitlement to overtime.

Section 8. All overtime must be authorized by the employee's immediate supervisor or Department Head.

Section 9. In the event that an unpredictable service related emergency exists whereby the County is liable for controlling such an emergency, overtime shall be offered to those employees qualified to perform such emergency work on a seniority basis. Should a

situation exist whereby emergency overtime is offered, but refused, by all qualified employees, the County shall require mandatory overtime on a least seniority basis.

Section 10. An office staff employee has the right to choose compensatory time or overtime pay. This election shall take place by January 1 and thereafter will remain in effect until the employee changes it. The employee may make only one change per calendar year. In the absence of an election by the employee, the employee shall receive overtime pay.

Section 11. No more than forty (40) hours of compensatory time may be accumulated. Once the employee reaches forty (40) hours of compensatory time, their status will automatically return to overtime pay status.

Section 12. When the maximum hours of compensatory time is reached, payment for overtime work shall be made in cash.

Section 13. Upon termination of employment, an employee shall be paid for unused compensatory time that is accrued but unused.

Section 14. The following procedure shall apply to compensatory time requests:

For one (1) day to four (4) days compensatory time, an employee shall make a request in writing to his Department Head at least twenty-four (24) hours in advance.

For more than four (4) consecutive compensatory days, an employee shall make a request in writing to his Department Head at least one (1) week in advance.

Requests for time off shall not be unreasonably denied.

ARTICLE 21 VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the County. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION CREDIT EARNED FOR STRAIGHT TIME HOURS WORKED</u>
less than 1 year	none
1 year but less than 7 years	.03875
7 years but less than 14 years	.0575
14 years but less than 24 years	.0775
24 years or more	.09625

Section 2. Employees of the County may be entitled to vacation service credit earned in other state or local government agencies in Ohio or with the County during periods of prior service provided the interruption in their term of service has not, for whatever reason, exceeded ten (10) years.

For purposes of this article, "vacation service credit" shall include the pre-retirement service within the State, County or a local government agency of a full-time bargaining unit employee who retires in accordance with the provisions of any retirement plan offered by the State and is subsequently re-employed full time by the Employer.

Section 3. No employee will be entitled to vacation leave, nor payment for accumulated vacation, under any circumstances until he has completed one (1) year of employment with the County except that a full-time bargaining unit employee who retires in accordance with the provisions of any retirement plan offered by the State and is subsequently re-employed full time by the employer will be entitled to vacation as soon as it accrues.

Section 4. After completing five (5) years of service with the County, part-time employees shall earn a prorated vacation credit based upon their length of service.

Section 5. Vacations are scheduled in accordance with the workload requirements of the County's individual work units. For this reason, the Department Head may require that vacation requests be made by March 1 of each year. When employees in the same work unit request the same vacation leave period prior to the March 1 date, the determining factor shall be seniority, provided the vacation request is made at least two (2) weeks in advance of the requested date for vacation to begin. Vacation requests received after March 1 will be granted, based upon workload requirements and determined by the first submitted request. If two (2) or more employees in the same work unit submit their request on the same day, the determining factor will be seniority. The parties recognize that the County has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time; however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected. A minimum of one (1) employee will be allowed off on vacation leave at any given time. After March 1st, staff scheduled to work their 2nd shift rotations are required to "trade" in order to have the time off.

Section 6. The following procedures shall apply to those employees scheduling vacation after March 1, or wishing to change their scheduled vacation:

- A. For all employees except for water plant personnel, for one (1) day to four (4) days' vacation, an employee shall make a request to his Department Head at least twenty-four (24) hours in advance. The provision that a minimum of one (1) employee may be on vacation at any one time contained in Section 5 above shall not apply to this subsection (1).
- B. For all employees except for water plant personnel, for more than four (4) consecutive vacation days, an employee shall make a request to his Department Head at least one (1) week in advance; and
- C. If any emergency arises and such advance notice cannot be given, for all employees including water plant personnel, employees shall contact their Department Head or Supervisor with the request as soon as possible; however, in no event later than one-half (1/2) hour prior to the employee's scheduled starting time. No vacation shall be taken until it has been approved by the Department Head or his/her designee.
- D. The County shall approve or deny all vacation request(s) within seven (7) days of said vacation request(s), and they shall not be further denied unless an emergency causing the threat to public health, welfare, and safety would occur.

E. For water treatment plant employees, all vacation requests must be submitted a minimum of ten (10) days prior to the requested time off. Management has the right to approve or deny the request based on operational need and availability of personnel. No request shall be unreasonably denied. Management will be permitted to cover the shift if available.

Section 7. Generally, approved vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, employees shall be allowed accrual leave up to three (3) years. Any vacation leave in excess of three (3) years shall be eliminated from the employee's vacation leave balance, and the employee shall forfeit his right to take or be paid for said excess accrual.

Section 8. If an employee, while on vacation, contracts an illness, or suffers an injury, or experiences a death in the family which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury, or an official obituary notice in case of a death.

Article 22 Holidays

Section 1. All full-time bargaining unit employees and probationary employees, shall receive eight (8) hours pay at their regular straight time hourly rate for the following holidays whether they work on such holiday or not:

New Years Day	Labor Day
Martin Luther King Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving Day	Friday following Thanksgiving
Fourth of July	Christmas Day

Water treatment plant employees scheduled to work more than eight (8) hours on a holiday will received holiday pay equal to the number of hours scheduled AND worked.

The Sanitary Engineering field staff will work an alternate holiday schedule, which includes Columbus Day as a holiday and excludes Martin Luther King Day as a holiday.

If the County Commissioners declare an additional holiday, above and beyond those already approved by the Board, the Bargaining Unit will also receive the additional holiday. The County Commissioners currently recognize ten (10) holidays for non-union employees for whom the County Commissioners are the appointing authority by law. The bargaining unit employees shall receive no fewer or no more than other such County Commissioners' non-union employees.

Section 2. An employee who does not work on his last scheduled workday immediately preceding such holiday, does not work the scheduled holiday, or does not work on his scheduled workday immediately following such holiday, shall not receive the eight (8) hours

pay referred to in Section 1 above, unless said employee provides a satisfactory physician's statement to the County substantiating that the employee could not work on the qualifying day(s) because of his or her illness and/or who, subject to approval of the supervisor or Department Head, because of his or her illness without the substantiating physician's statement works a minimum of one half of their scheduled work day. An employee may not be paid sick leave for the above day(s) without a substantiating physician's statement.

Section 3. If an employee, who is eligible for the holiday pay referred to in Section 1 above, works on a holiday recognized in Section 1 above, the employee shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) his regular straight time hourly rate of pay for all hours worked on the holidays. For purposes of this section, the holiday, for employees working a seven-day a week operation, will be the actual holiday.

Section 4. Part-time employees, who have completed five (5) years service with the County shall be eligible for holiday pay at their regular straight time hourly rate for the holidays referred to in Section 1 above, and such holiday pay shall be prorated based upon the number of hours such part-time employees work in a normal work week compared to the number of hours full-time employees work in a forty (40) hour work week.

Section 5. A part-time employee who does not work on his last scheduled workday immediately preceding such holiday or who does not work on his scheduled workday immediately following such holiday shall not receive his holiday pay referred to in Section 4 above.

ARTICLE 23 UNION BUSINESS AND STEWARDS

Section 1. The County recognizes the right of the Union to designate a total of two (2) Union Stewards. The authority of the stewards so designated by the Union shall be limited to and shall not exceed the following:

- A. Stewards shall officially represent the Union only in their designated areas of representation;
- B. There shall be one (1) Steward designated in the field and who shall be an employee assigned to the field;
- C. There shall be one (1) Steward assigned to the Sanitary Engineering office;
- D. Either Steward may act in either division when the other Steward is absent from work.

Section 2. The Union shall provide to the County an Official roster of all its Stewards, which is to be kept current all times and shall include the following;

- A. Name;
- B. Address;
- C. Home telephone number; and
- D. Each Steward's designated area of representation.

Section 3. No employee shall be permitted to function as a Steward until the Union has presented the County with written certification of that person's election or appointment, and the Union shall notify the County, in writing, of any changes of Stewards.

Section 4. The duties and activities of Union Stewards shall be as follows;

- A. Stewards shall confine their Union activities during working hours to the investigation and presentation of grievances, and only upon release from their assigned activity by their immediate supervisor;
- B. Stewards shall not conduct Union activities in any work area without notifying the supervisor in charge of that area prior to beginning Union Activities;
- C. In the event a Steward attends a grievance hearing in accordance with the Grievance Procedure contained elsewhere herein, the Steward shall suffer no loss in regular pay or benefits if the County has authorized such grievance hearing to be held during regular duty hours;
- D. Stewards shall make reasonable effort to conduct Union activities during nonwork time to avoid disruption of normal work assignments. However, Stewards shall be permitted to conduct authorized Union activities during working hours without loss of pay when it is necessary in order to provide representation to their members. In addition, Stewards shall be paid for time spent during regular working hours in negotiations with the County.
- E. A Steward shall cease unauthorized Union activities immediately upon the reasonable order of his immediate supervisor or upon the reasonable order of the immediate supervisor in charge of the work area in which the Steward is conducting Union activities.

Section 5. Upon advance notification to the Employer, authorized representatives of the Union shall have access to the Employee's premises to contact Stewards or attend meetings as provided herein. Such contact shall not interfere or disrupt normal work activities.

Section 6. Any Steward elected or appointed as an official of the Union or delegate to any regular or special meetings, conventions and seminars necessitating a leave of absence, shall be granted a leave of absence without pay, which shall not constitute a break in service, and will return with the same seniority as though he had been continuously employed, but for no more than five (5) work days per year or fifteen (15) work days over the life of this Agreement, for all Stewards combined. The Union will provide one (1) week's advance notice to the County when requesting such leave.

Section 7. Stewards shall have no authority to take strike action, or any other action interrupting the County's business, except as authorized by official action of the Union.

Section 8. The County recognizes the limitations upon the authority of the stewards as set forth in this Article, and shall not hold the Union liable for any unauthorized acts. The County, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. Stewards who abuse the position shall be subject to disciplinary actions, including dismissal.

Section 9. Stewards shall not use County vehicles in connection with Union activities, without prior approval of the Department Head.

Section 10. The Chief Steward shall, for purpose of lay-off, have the top seniority.

**ARTICLE 24
UNIFORMS AND EQUIPMENT**

Section 1. Any uniforms required by the County shall be furnished and maintained by the County. The County shall provide twelve (12) sets of uniforms for "on call" employees. The County shall provide rubber boots, gloves, and rain gear for those employees required to work outside. The County shall also provide tools and other equipment necessary for employees to perform their required and assigned work.

Section 2. The County will provide an allowance to each field employee for winter work clothing by the following schedule:

Lab Technician	\$ 150.00
Project Observer	\$250.00
Communications/SCADA Specialist	\$250.00
Laborer	\$250.00
Water Operator/Maintenance	\$ 250.00
Wastewater Operator/Maintenance	\$ 250.00
Maintenance I, II, and III	\$ 250.00
Electrical Maintenance	\$ 250.00
Maintenance Foreman	\$ 250.00

The allowance will be issued no more than once per year on or about December 1st.

Section 3. The County will provide a \$125.00 clothing allowance to each office employee on a contract basis. This clothing allowance will be issued on or about December 1st during the first year of each contract.

**ARTICLE 25
PERSONAL LEAVES**

Section 1. Upon written request, the County may grant a leave of absence, without pay, for personal reasons for a period not to exceed thirty (30) consecutive days upon good cause being shown. Such leaves may be granted only in the exercise of the County's judgment and sole discretion. Such written request shall specify the exact reason, or reasons, why the leave is needed.

Section 2. The employee's employment shall continue and his seniority shall accumulate during such leave, subject to the provision of Article 10 (Seniority) of this Agreement.

**ARTICLE 26
BEREAVEMENT LEAVE**

Section 1. When an employee has a death in his immediate family and actually attends the funeral, the County will allow the employee up to three (3) workdays off with pay to attend the funeral or to family matters. The County may require documentation, satisfactory to the County, of attendance at the funeral.

Section 2. No employee shall receive bereavement pay for any day the employee was not normally scheduled to work. If bereavement leave falls during an employees paid leave, the paid leave shall not be charged for the days bereavement leave is paid.

Section 3. Members of an employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, childward, a minor for whom the employee is legal guardian, brother, sister, stepsister, stepbrother, mother-in-law, father-in-law, grandparents and grandchildren.

Section 4. In the event of the death of a brother-in-law or sister-in-law, up to three (3) working days may be utilized for bereavement purposes, provided however the payment is charged to accrued sick leave, vacation or compensatory time.

ARTICLE 27 MILITARY LEAVE

Section 1. Employees who are members of the Ohio National Guard, The Ohio Defense Corps, The Ohio Naval Militia, or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence, from their duties without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

Section 2. The County shall grant a leave of absence, without pay, to an employee who enters active military service and subsequent reemployment rights in accordance with applicable Federal Law.

ARTICLE 28 JURY LEAVE

Section 1. An employee subpoenaed for court by the United States, the State of Ohio, or a political subdivision, for jury duty, or if subpoenaed as an employee of Ottawa County for work related events arising out of the normal workday shall be compensated for such service.

Section 2. If an employee is released from court after attending for the reasons listed in section 1, on any workday when four (4) or more hours remain in his normal workday at the time of release, the employee shall then report for work.

Section 3. All jury compensation received by an employee as a result of Section 1 shall be remitted by the employee to the County.

ARTICLE 29 SICK LEAVE

Section 1 - Crediting of Sick Leave. Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status with the County. Unused sick leave shall accumulate without limit. Sick leave shall be pro-rated to the hours of completed service in each pay period.

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

Section 3 - Evidence Required for Sick Leave Usage. An employee shall furnish a standard written statement to justify the use of sick leave, or in accordance with Section 5, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 4 - Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person one-half (1/2) hour prior to but not later than one-half (1/2) hour after the time he is scheduled to report to work in each day of absence, unless other arrangements are made with the employee's supervisor. When reporting off sick, the employee must advise his immediate supervisor the reason for his request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Department Head.

Section 5 - Physician's Statement. An employee using excessive amounts of sick leave, or with an illness or disability exceeding three (3) consecutive workdays or if abuse is suspected shall be required to furnish a statement from the physician before returning to work, notifying the County that the employee was unable to perform his duties during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the County may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability exceeds three (3) consecutive work days.

Section 6 - Physician's Examination. In the event an employee has demonstrated that he is unable to perform his required duties satisfactorily or has used sick leave in an excessive manner, the County may require the employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or granted a disability separation. The cost of such examination shall be paid by the County. Before requiring such examination, the County shall furnish the employee with a written statement indicating the County's reasons for believing that such examination is necessary.

Section 7 - Uses of Sick Leave. Sick leave may be granted to an employee for the following:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
- B. Purposes allowed under Article 26 governing bereavement leave.
- C. Medical, psychological, dental or optical examination or treatment of the employee or a member of his immediate family, which requires the attendance of the employee, and which cannot be scheduled during non-working hours.
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

Section 8. The definition of immediate family for the purpose of Section 7(A) of the Agreement shall be: current spouse, parents, stepparents, child, stepchild, child ward, a minor child for whom the employee is legal guardian, brother, sister, stepsister, stepbrother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren. The definition of immediate family for the purpose of Section 7 (C) and (D) shall be defined as above when such individual lives with the employee or when it appears justified.

Section 9 - Falsification of Sick Leave Applications. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications with intent to defraud, shall be grounds for disciplinary action, including dismissal.

Section 10 - Illness or Disability Extending Beyond Sick Leave. If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the County shall grant an authorized leave of absence without pay, subject to the provisions of Article 10 (Seniority) of the Agreement.

Section 11 - Payment of Unused Sick Leave Upon Retirement. In accordance with this Article, payment of accrued, but unused, sick leave will be made to each employee upon disability or service retirement under the Public Employees Retirement System from active service with the County. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be the greater of twenty-five percent (25%) of the employee's accrued, but unused, sick leave up to a maximum of thirty (30) days or the number of days specified below which corresponds to the employee's years of completed service at the time of retirement.

Years of Completed Service	Maximum Sick Leave Credit Upon Retirement	Years of Completed Service	Maximum Sick Leave Credit Upon Retirement
5	10 days	18	53 days
6	13 days	19	57 days
7	17 days	20	60 days
8	20 days	21	63 days
9	23 days	22	67 days
10	27 days	23	70 days
11	30 days	24	73 days
12	33 days	25	77 days

13	37 days	26	80 days
14	40 days	26	83 days
15	43 days	28	87 days
16	47 days	29	90 days
17	50 days	30	93 days

Section 12 - Conversion of Sick Leave to Cash or Carry Forward. Pursuant to the following provisions, bargaining unit employees may convert to cash or carry forward sick leave credit at year-end.

- A. Full time employees with a minimum balance of sixty (60) days accrued sick leave will be eligible to convert to cash any part of his/her accrued sick leave up to fifteen (15) days per year at the rate of fifty percent (50%). For full time employees, eight (8) hours equals one (1) day. [The cash benefit conversion shall be equal to one hour of the employee's base rate of pay for every two hours of unused sick leave credit that is converted.] Part time employees will be eligible for the same program on a prorated basis according to the hours regularly scheduled.
- B. The options for conversion of sick leave credit can only be utilized for sick leave credited an employee in the year in which it is accrued.
- C. Cash benefits will be paid once per year at such time as designated by the Board of Commissioners. At the time designated by the Board, employees will elect to receive cash or carry the sick leave forward. An employee not exercising a choice by the deadline established by the Board will automatically have the hours carried forward.
- D. Employees will not have an opportunity to convert to cash any sick leave upon resignation, termination or death. Upon retirement, the "Retirement - Sick Leave Conversion" policy in the CBA covers any cash conversion. All unused accumulated sick leave converted to cash shall be eliminated at the time of sick leave conversion payment and shall not be re-credited to the employee for any reason.

**ARTICLE 30
FAMILY LEAVE OF ABSENCE**

Section 1. An employee who has been employed by the County for one (1) year or more and who has worked at least 1250 hours within the pervious twelve (12) month period will be granted a leave of up to a total of twelve (12) weeks in a rolling twelve (12) month period for birth or adoption of a child or to care for a seriously ill child, spouse or parent. An eligible leave of absence provided under Article 29 (sick leave) will count toward the twelve (12) week period under this Article. However, an employee will not be required to reduce his/her accumulated vacation leave below forty (40) hours in conjunction with any leave, which qualifies for FMLA leave. The employee, at his/her option, may elect to utilize remaining vacation leave accumulation below the forty (40) hours if he/she so chooses.

To be eligible for a leave other than for birth or adoption under this section an employee must provide at or before the time the leave is requested, a certificate setting forth the date on which the serious health condition in question began, the probable duration of the condition, appropriate medical facts concerning the condition, and a statement that the employee is needed to care for a spouse, parent or child with an estimate of the time

required. If medically necessary that intermittent leave be granted, the Certificate will also show the dates and duration of the treatment to be given. The County may require a second opinion from an examining doctor of its own choosing; and in the event of conflicting opinions between the doctor who issued the Certificate and the doctor selected by the County, the County and employee or the UNION will select a third examining doctor whose opinion will be binding upon the County, the UNION and the employee. The employee and members of the employee's family must render timely cooperation with the County's examining doctor and the third examining doctor. Examinations by the County's selected doctor and any third doctor will be paid by the County. The County may require recertification every four (4) weeks.

An employee must give thirty (30) days advance notice of a request for leave for birth or adoption of a child or for planned medical treatment for a serious illness. If such advance notice is not possible due to unforeseeable circumstances, the employee must give such notice as is practicable. The employee will make every effort to schedule planned medical treatment so as not to disrupt the County's operations.

If the employee and the employee's spouse both work for the County, both of them together are entitled to only twelve (12) weeks leave in a twelve (12) month period to care for a newly arrived child or seriously ill parent.

ARTICLE 31 CALAMITY DAYS

Section 1. If the Courthouse is closed due to man made or natural calamity, and County Commissioners' employees are not required to work, employees will be compensated at their usual hourly rate of pay for the number of hours for which they were scheduled to work during the emergency period. The County shall advise the employees as soon as possible as to the work status for that day as the information becomes available. It is the employee's responsibility to remain available and provide the County with a phone number where he/she can be reached immediately after the emergency has been lifted.

Employees will not be required to report to work if the emergency is lifted with less than four (4) hours remaining of their scheduled work time.

If the County attempts to reach the employee and the employee is not available and does not report to work, the employee will not be paid for any portion of the calamity day after the attempt to reach the employee was made.

The call back procedure as stated herein shall not be implemented until such time as the County implements call back procedures for all other County Commissioner employees.

Section 2. If an employee's services are required during such emergency, and conditions permit the employee to report for duty, with or without the County's assistance, the employee shall also receive his usual hourly rate of pay for all hours worked during such emergency in addition to the compensation provided for in Section 1 above.

Section 3. Employees not scheduled to work because of scheduled vacation or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation

or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency.

Section 4. An employee who is absent, tardy or leaves work early on days when weather conditions interfere with travel, but when no emergency has been declared by the County officials, is absent without leave and therefore in a no-pay status. The employee may within the same work week, with the approval of the department head, account for time when he/she was absent from his/her job due to inclement weather by working such time in addition to his/her regular schedule or by charging it to vacation leave or compensatory time; otherwise, leave without pay will be charged. Inclement weather is not a valid reason for the use of sick leave.

ARTICLE 32 TRAVEL REIMBURSEMENT

Section 1. An employee required to use his personal vehicle for County business shall be reimbursed at the rate established by the Commissioners for other County employees.

Section 2. The County shall not be required to reimburse an employee for travel from his home to his assigned work location or for his return travel to his home.

ARTICLE 33 PENSION/PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The County shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

ARTICLE 34 INSURANCE COVERAGE

Section 1. The County shall provide life insurance coverage, as now in effect, with the present or another carrier, and the County shall pay the same amount as paid for other county employees.

Section 2. The County shall provide the hospitalization plan, as now in effect, or a substantially similar plan, with the present or another carrier, and the County shall pay the same amount as paid for other county employees.

Section 3. Notwithstanding the above, an employee injured in the line of duty, thereby qualifying for workers' compensation benefits for lost wages, shall be eligible to continue to have his monthly hospitalization and life insurance premium paid by the County for all time covered under Article 30 governing FMLA.

Section 4. The County shall continue to maintain such insurance coverage for employees, who are laid off, suspended or on approved non-medical leave, without pay until the end of the month in which the event occurred.

Section 5. The County shall continue to maintain such insurance coverage for employees who are on active pay status on a full time basis.

Section 6. The County shall not be required to provide such life or hospitalization insurance coverage for part time employees, nor shall the County be required to pay any part of part time employees' insurance premiums.

Section 7. Health insurance coverage will be provided in accordance with federal law for those employees on an approved family leave of absence.

ARTICLE 35 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor-management relations and effective communications, the parties shall meet not less than four (4) times yearly for the following purposes:

- A. To discuss the administration of this Agreement;
- B. To notify the Union of changes made by the County which affect bargaining unit members of the Union;
- C. To disseminate general information of interest to the parties;
- D. To discuss ways to increase effectiveness, work performance, and efficiency;
- E. To consider and discuss safety and health related matters;
- F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

Section 2. All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such a request will likewise submit an agenda of items it wishes to discuss at the meeting, and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than two (2) Union employee representatives shall attend any such meeting. The Union Business Representative shall be permitted to attend all such meetings.

Section 3. Nothing contained in this Article shall prevent the parties from meeting more frequently or less often than provided in Section 1 above in the event the parties mutually agree to meet more frequently or less often.

Section 4. Unless otherwise mutually agreed upon, such meetings shall be limited to two (2) hours in duration.

Section 5. Any Union employee representative attending such meetings during his regularly scheduled working hours shall suffer no loss in pay in connection with such attendance, but he shall not receive overtime compensation as a result of such attendance. An employee representative may be required to work if an emergency arises during such a meeting.

**ARTICLE 36
WAIVER IN CASE OF EMERGENCY**

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

- A. Time limits for the County's or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

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

Section 3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

**ARTICLE 37
ON CALL ROTATION**

Section 1. The primary on call employee assigned to be on call shall be compensated at the rate of \$240 per week in addition to regular weekly pay and Article 43 call outs.

Section 2. "On Call" assignments shall be made on a rotating basis. Maintenance Foreman, Maintenance Worker II and III, and Electrical/Maintenance employees shall be included in the rotation system.

Section 3. "On Call" assignments shall run for one (1) week periods beginning Monday, 7:00 AM.to Monday, 7:00 AM. The primary on call employee shall conduct a remote computer telemetry/SCADA check of the facilities (per a standard checklist/routine) between 7:00 PM – 11:00 PM everyday while on call.

Section 4. Maintenance Foreman, Maintenance Worker I, II and III, Electrical/Maintenance and SCADA Specialists shall maintain an Overtime Call Out List. Wastewater Operator I, II, and III/Maintenance employees shall maintain their own rotation system for emergency call out involving issues at the Plants and Odor Control Facilities. These employees will not be involved in the regular on-call rotation.

Section 5. If given an "on call" assignment, an employee shall be permitted the use of a County vehicle while on such assignment.

Section 6. The primary on call employee shall be provided with a dedicated county cell phone so as to ensure his availability, which device shall be returned to the employee's immediate supervisor upon completion of the assignment. In addition, a county laptop computer shall be provided and utilized for remote telemetry/SCADA assignments including but not limited to resetting equipment as needed, in the timeframes outlined in Section 3. When necessary, weekend and holiday water distribution samples shall be obtained per the Water Superintendent's direction.

Section 7. Before on-call assignments are scheduled, if an employee does not want to be on-call he or she may make such a request in writing. Granting of the request is subject to approval of the supervisor or department head finding a voluntary replacement. If no one volunteers the original employee must take his or her "on-call" turn. Such requests shall not be unreasonably denied.

Section 8. If a call out or service emergency occurs within one hour of the start of an employee's scheduled shift, the employee will only be paid for actual time worked.

Section 9. In the event a staff member calls in to notify the supervisor that he/she will be unable to report to work or does not report to work in a facility that operates 24 hours, the staff member on duty may be required to cover all or part of the shift. However, the County will make every reasonable effort to find a replacement.

ARTICLE 38 SAVINGS CLAUSE

Section 1. This agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including Chapter 124 of the O.R.C. Where this Agreement is silent, the provisions of applicable law shall prevail.

Section 2. If any Article or Section of this Agreement, or of any riders hereto, should be held invalid by operations of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of riders hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 39 WAGES

Section 1. During the term of this Agreement, the wages of those employees covered by this Agreement shall be as set forth in Appendix "A", "B" and "C" attached hereto and made a part hereof. Increases in Year 1 will be zero percent, with a wage reopener notice to be sent no less than 60 days prior to December 7, 2012 to negotiate wages for Years 2 and 3.

ARTICLE 40 HIRE RATES

Section 1. Employees shall be hired at or above the minimum rate established for each classification.

ARTICLE 41 WAGE INCREASE FOR NEW EMPLOYEES

Section 1. A wage increase to the next higher level shall be provided as set forth in Appendix "A", "B" and "C." This wage increase shall be made until the maximum level of the pay range is reached.

Section 2. Wage increases shall become effective the first day of the pay period within which the wage increase becomes due.

ARTICLE 42 PROMOTIONAL INCREASE

Section 1. When an employee is promoted to a higher paying classification, the employee's wage shall immediately be increased to a level equal to at least four percent (4%) of the employee's current rate of compensation. An exception to this rate increase may occur when the current wage is at the 100% level of the classification. The employee at 100% shall be given a four percent (4%) increase to the next level of the new pay range as long as the four percent (4%) increase does not exceed the new pay range. Should the four percent (4%) increase exceed their new pay range, the employee shall be moved to the 100% level of the new range.

Section 2. Additional wage increases for employees below the 100% pay level shall occur annually thereafter on the anniversary date of the first day of the pay period within which the employee is promoted, unless the employee is promoted into the 80% rate (the minimum rate). Employees promoted into the 80% minimum rate shall follow the wage increase schedule per Appendix "A", "B" and "C."

ARTICLE 43 TWO-HOUR MINIMUM CALL-OUT

Section 1. In the event that an unpredictable service emergency occurs during nonscheduled work hours, employees qualified to perform such emergency work shall be called out and required to work on a monthly seniority basis. Should a situation exist whereby emergency overtime is offered, but refused by all qualified employees, overtime will be required on a least seniority basis. Employees who are called out shall be compensated for a minimum of two (2) hours or the time actually worked, whichever is greater, at a rate equal to one and one-half (1 ½) times the employees normal rate of pay. This provision shall only apply when the employee has physically left the County premises after a scheduled workday.

Section 2. For purposes of calculating actual time worked over and above the two (2) hour minimum call out, employees shall begin to accrue "work time" after they have clocked in.

ARTICLE 44 HOURS OF WORK AND WORK WEEK

Section 1. This Article is intended to define the normal hours of work per day or week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal workday or workweek; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours of work per day or week.

Section 2. The normal work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, but exclusive of a daily one-half (1/2) hour unpaid lunch period for Sanitary Engineering office staff and one-half (1/2) hour unpaid lunch for field staff. Any staff member required by the County to remain on the job site during his lunch period shall receive the lunch period paid. The work week shall be computed between 12:01AM. on Monday of each calendar week and 12:00 midnight the following Sunday for Sanitary Engineering field staff and Water Operators and 12:01 AM on Sunday of each calendar week and 12:00 midnight the following Saturday for all other staff.

Section 3. Any employee who reports for work without prior notice not to report shall receive either a minimum of two (2) hours of work or two (2) hours of pay at his usual straight time hourly rate.

Section 4. In the event a non water treatment plant employee works more than twelve (12) consecutive hours, the employee shall be allowed a one (1) hour meal period, with pay, if the work permits, in addition to the lunch period provided in Section 2 above; however, if the work does not permit such one (1) hour meal period, the employee shall be paid an additional one (1) hour of pay at the applicable overtime rate in lieu of such paid meal period. In the event a water treatment plant employee works more than thirteen (13) consecutive hours, the employee shall be allowed a one (1) hour meal period, with pay, if the work permits, in addition to the lunch period provided in Section 2 above. However, if the work does not permit such one (1) hour meal period, the employee shall be paid an additional (1) hour of pay at the applicable overtime rate in lieu of such *paid meal period*.

Section 5. Employees working on a second shift shall receive thirty cents (\$.35) per hour in addition to their base hourly wage. This shift difference shall be paid only for hours worked. The second shift shall be considered to be any employee who starts four (4) to eight (8) hours after the regularly scheduled start of the first shift.

Section 6. Employees working on the third shift shall receive thirty cents (\$.40) per hour in addition to their base hourly wage. The third shift shall be considered to be any employee who starts four (4) to eight (8) hours after the regularly scheduled start of the second shift.

Section 7. Employees who are working twelve (12) hour shifts shall be considered to be either working on the first shift or the third shift for the shift differential pay.

Section 8. The work schedule for the water and wastewater treatment plants will be made up on a five (5) week basis. A draft work schedule will be posted one (1) week prior to the commencement of the final schedule. By mid week changes to the draft schedule shall be finalized. Once finalized, management shall notify employees of schedule changes if they do not work prior to the start date of the final schedule. Once a final schedule is posted, it shall not be changed except by mutual agreement of the Union and the Employer.

Section 9. A list of known open shifts, along with the draft schedule, will be posted prior to the posting of the schedule to allow staff to sign up for any overtime shifts. Any known open shifts (not voluntarily filled) on the schedule will be filled by the overtime seniority list. Management may elect not to fill open shifts if staffing is sufficient.

Individuals who sign up for a specific overtime shift cannot remove their names once they are on the schedule unless agreed upon by both parties.

Overtime scheduled after the posting of the final schedule will be offered by the rotating seniority list.

The remedy for meritorious grievances claiming any improper assignment of overtime under this article will be to offer the employee the next available overtime the employee is qualified to perform.

Section 10. An employee will not be permitted to work more than sixteen hours in a row for safety reasons.

Section 11. Water Treatment Plant employees, upon two days (48 hours) advance notice and approval by the supervisor, will be permitted to trade days off provided it does not cause the payment of overtime. The "trade" must be reduced to writing, signed by both employees, and submitted to the supervisor for approval. Subject to the provisions of this Agreement, such approval shall not be unreasonably denied. Water treatment plant employees that trade and then call in sick, if requested, must bring in a substantiating physician's slip in order to receive sick pay.

Section 12. Scheduled overtime will be posted on a sign-up sheet. Those wishing to work the overtime will sign the list.

Section 13. Holidays, if worked, will follow the regular schedule. The employees normally scheduled to work that day will work. Management shall have the right to determine staffing needs on any holiday.

Section 14. If a water treatment plant employee is scheduled to work more than eight (8) hours on a holiday, the additional hours worked will count toward active pay status for purposes of calculating overtime during that work week.

Article 45 Time Clocks

Section 1. All employees assigned to the Court House office will "clock in" at the beginning of their workday and upon their return to work at the conclusion of their lunch period. They will also "clock out" at the conclusion of their workday and at the beginning of their lunch period. Such employees shall likewise record any absence during the workday for which they do not expect to be paid by clocking out and in (obviously, if an employee clocks out, but doesn't return during the remainder of the work day, the employee will not clock in again until reporting for work on a later day).

Section 2. The following provisions will apply to employees, who are assigned to offices located in the Court House, but who perform a substantial part of their job duties, at other locations:

- A. Such employees will begin and end their workday by clocking in and out at the Court House.
- B. These employees will clock out and in at the beginning and end of their lunch period if their job duties have not taken them away from the Court House at the time their lunch period usually begins.
- C. If their job duties have taken these employees away from the Court House at the time their lunch period would usually begin and if their job duties would require them to remain away from the Court House at the time their lunch period would usually end, these employees will not be required to return to the Court House to clock out and in at the beginning and end of their lunch period. However, they will be required to enter the beginning and end of their lunch period on their time cards.
- D. If these employees complete their duties outside of the Court House at or before the usual beginning of their lunch period, and they have duties to perform at the Court House immediately following the end of their lunch period, they are then to return to the Court House and clock out and in at the beginning and end of their lunch period.

Section 3. It is recognized that the duties of certain positions require employees to perform their job duties at various locations outside the Court House. Specifically, certain employees employed in the Sanitary Engineer's Department may be assigned to the Danbury Township Wastewater Treatment Plant, the Portage-Catawba Island Wastewater Treatment Plant, and/or the Regional Water Treatment Plant at which facilities time clocks have been installed. The following provisions will apply to those employees required to report to either the Danbury Wastewater Treatment Plant, the Portage-Catawba Island Wastewater Treatment Plant, and/or the Regional Water Treatment Plant.

- A. These employees will begin and end their workday by clocking in and out at the facility to which they are assigned.
- B. They will clock out and in at the beginning and end of their lunch period if their job duties have not taken them away from their assigned workstations at the time their lunch period usually begins.
- C. If these employees are performing work away from their assigned work station at the time they would usually begin their lunch period and the work to be performed will have to be resumed after their lunch period ends, these employees will then take their lunch at the specific job site and record their lunch period time on the time card. However, in such cases if the employees can return to their work station in no more than ten (10) minutes travel time, they may then return to the work station for their lunch period and clock out and back in.
- D. If these employees complete their duties away from their assigned work station at or before the usual beginning of their lunch period and they have duties to perform at their assigned work station immediately following the end of their lunch period, they are then to return to the work station and clock out and in at the beginning and end of their lunch period.

Section 4. Some employees hold positions which required them to be "on call" at certain times during what would normally be their non-working hours in order that certain equipment may be regularly inspected and in order that certain emergency situations may be promptly dealt with. The following provisions shall apply to such employees when they are "on call."

- A. When making regular and routine equipment inspections of county owned equipment, these employees will clock in and out upon their arrival and departure.
- B. Employees reporting for service emergencies are also required to clock in and out.
- C. If required to respond to an emergency occurring at a location other than one of the reporting stations which houses a time clock, the employee will not be required to first clock in before responding to the emergency. However, if it is necessary for the employee to go to the reporting station after the emergency work is concluded, then the employee should clock out upon completion of his duties.
- D. If an employee does not clock in or out, as a result of not having to report to a reporting station which houses a time clock, the employee shall be required to write in the start and finish time. The written start time shall reflect when the employee physically arrived at the workstation. The written finish time shall reflect when the employee has completed the work and has physically left the workstation.

Section 5 - General Provisions.

- A. When employees are directed by their supervisor to report for work at a location where no time clock is available, they will log the time when they begin working on their time card. This policy applies to both regular workday and call out situations.
- B. Except in cases of extreme emergency, all employees will clock out when it becomes necessary for them to interrupt the performance and to leave the employ of the County during their working hours.

**ARTICLE 46
DURATION**

Section 1. This agreement shall be effective as of December 8, 2011 and shall remain in full force and effect through December 7, 2014, and shall continue in full force and effect from year to year thereafter until notice, as prior to December 7th of any successive year.

Section 2. If either party intends to amend or modify this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days, nor later than sixty (60) calendar days, prior to December 7, of any successive year. . Such notice of intent shall be given by certified mail with return receipt requested.

Section 3. The parties acknowledge that the provisions of this Agreement constitute the entire Agreement between the parties. Therefore, for the life of this Agreement each party voluntarily waives the right, and each party agrees that the other shall not be obligated, to bargain collectively, or individually with respect to any subject or matter referred to or covered in this Agreement or previously discussed during negotiations.

Section 4. Nothing in this Article shall be construed as preventing the parties from meeting, as elsewhere provided herein, for the purpose of discussing subjects or matters that may arise during the term hereof.

**ARTICLE 47
MATERNITY LEAVE AND PAY**

Section 1. An employee, who has completed probation, will be eligible for maternity leave for up to six (6) months, without affecting her seniority status.

Section 2. Paternal Leave may be granted up to two weeks and sick leave may be used for the two weeks.

**ARTICLE 48
LONGEVITY PAY**

Section 1. Regular employees of the County shall be entitled to be paid longevity in accordance with the following formula:

Calendar Years of Continuous Service	Percent of Annual Base Salary
After 5 years	1.0%
After 10 years	1.5%
After 15 years	2.0%
After 20 years	2.5%

The longevity payment shall be made in a separate check to be distributed to the employees on the first payday in December of the year for which the payment is being made (beginning in 1991).

ARTICLE 49 PERSONAL DAYS

Section 1. All bargaining unit employees with a minimum balance of four hundred eighty (480) hours accrued sick leave will be eligible to exchange accumulated sick time for up to three (3) personal days (24 hours). Two (2) days of accumulated sick leave may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in one (1) calendar year. Personal days may not be carried over from one calendar year to the next.

Section 2. For all personal days, an employee shall make a request to his Department Head two (2) weeks in advance or at the discretion of the Department Head.

Section 3. Personal days may not be exchanged back for sick days.

Section 4. Employees that are disciplined for excessive sick leave abuse will be excluded from participating in this program for a six (6) month period.

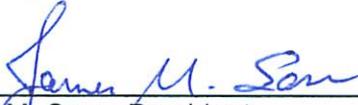
ARTICLE 50 WATER PLANT COVER PERSON

1. The cover shift will rotate each week.
2. The cover shift will be between 12:00(midnight) or 01:00 a.m. through 06:00 a.m. or 07:00 a.m. Depending on time of year and management decision of operational hours.
3. Employee "covering" will take home county maintenance phone and computer each week to monitor potential emergencies at the plant.
4. Employee working 2nd shift on Saturday and Sunday will be the cover person for the preceding week unless management is using a straight rotating schedule.
5. When the cover person takes vacation that includes Saturday and Sunday, the relief operator will work the shifts and be the cover person from Wednesday night thru Sunday night unless management is using a straight rotating schedule.
6. If the relief operator is already working for someone else during the week and the 2nd shift on Saturday and/or Sunday needs to be filled with overtime, the operator working overtime will cover Saturday and Sunday nights. Management will post the coverage opportunity for Wednesday through Friday night. If nobody from the bargaining unit signs up, management will assume the responsibility unless they are on a straight rotating schedule.

7. If the relief operator is on vacation during the cover week, the employee that would have been skipped will be the cover person
8. unless management is using a straight rotating schedule.
9. Employees may trade "cover weeks" if Management is given 72-hour notice in writing (forms will be provided). Trades will be for the entire week.
10. If the generator is running at the water plant, the employee should report to the plant.
11. If an employee has doubts about what to do with any alarm, he should call management for guidance.
12. If operational issues occur, the shifts will return to 24-hour per day operations.
13. Shift times for the relief operator and maintenance person will be 07:00-15:30.
14. A county vehicle/mileage reimbursement will not be available for the "cover person."
15. The cover person will receive \$8 per day as compensation when taking home the computer and cell phone.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this 22nd day of December, 2011.

FOR THE EMPLOYER:



James M. Sass, President
Board of County Commissioners

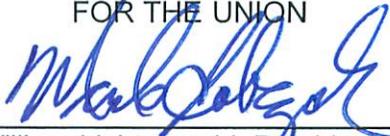


Steven M. Arndt
Board of County Commissioners



Mark W. Stahl
Board of County Commissioners

FOR THE UNION



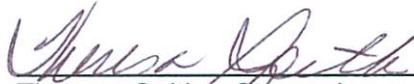
William Lichtenwald, President
Teamsters Local 20



Martin J. Jay, Business Representative
Teamsters Local 20



Christopher Goetz, Chief Steward
Teamsters Local 20



Theresa Spittler, Steward
Teamsters Local 20

APPROVED AS TO FORM:



Ottawa County Prosecutor

**APPENDIX A
WAGE TABLE - YEAR ONE
EFFECTIVE DECEMBER 8, 2011**

POSITION/CLASSIFICATION	MIN RATE	4 MO RATE	15 MO RATE	27 MO RATE
	80%	86%	93%	100%
Maintenance Foreman	19.17	20.61	22.29	23.97
Water Operator III/Maintenance	19.11	20.54	22.21	23.89
Wastewater Operator III/Maintenance	19.11	20.54	22.21	23.89
Relief Water Operator III/Maintenance	19.96	21.45	23.20	24.95
Electrical Maintenance	18.78	20.19	21.83	23.47
Water Operator II/Maintenance	18.56	19.96	21.58	23.21
Wastewater Operator II/Maintenance	18.56	19.96	21.58	23.21
Relief Water Operator II/Maintenance	19.41	20.87	22.57	24.27
Water Operator I/Maintenance	16.19	17.41	18.82	20.24
Wastewater Operator I/Maintenance	16.19	17.41	18.82	20.24
Maintenance Worker III	18.02	19.37	20.95	22.53
Maintenance Worker II	15.35	16.50	17.85	19.19
Lab Tech	18.56	19.96	21.58	23.21
Project Observer	18.41	19.79	21.40	23.01
Communications/SCADA Specialist	20.65	22.20	24.00	25.81
Bookkeeper/III/Assessment Specialist	15.19	16.33	17.65	18.98
Bookkeeper/Clerical III	14.95	16.07	17.38	18.68
Bookkeeper/Clerical II	14.11	15.16	16.40	17.63
Bookkeeper/Clerical I	13.21	14.20	15.36	16.51
Billing III/Information Systems Specialist	14.11	15.16	16.40	17.63
Billing/Clerical Specialist II	13.21	14.20	15.36	16.51
Billing/Clerical Specialist I	12.62	13.56	14.67	15.77
Principal Clerk II	13.80	14.84	16.04	17.25
Principal Clerk I	13.21	14.20	15.36	16.51
Full-Time Secretary/Typist	12.01	12.91	13.97	15.02
Part-Time Secretary/Typist	9.63	10.36	11.20	12.04
Laborer	10.92	11.74	12.69	13.65
Custodian	10.92	11.74	12.69	13.65