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**CONTRACT BY**  
**AND BETWEEN THE**  
**WOOD COUNTY LANDFILL/**  
**WOOD COUNTY COMMISSIONERS**

**AND**

**LOCAL #1099, OHIO COUNCIL #8**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES, AFL-CIO**

**TERM: FEBRUARY 1, 2012 THROUGH JANUARY 31, 2015**

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**ARTICLE 1**

**PREAMBLE**

**SECTION 1.**

This Agreement entered into by the Wood County Landfill/Wood County Commissioners, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Local #1099, Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and all other agreed upon conditions of employment.

**ARTICLE 2**

**UNION RECOGNITION**

**SECTION 1.**

A. The Employer hereby recognizes the Union (as named in Article 1) as the sole and exclusive bargaining agent for purposes of the establishment of wages, hours, benefits, and all terms and conditions of employment for the following:

Included: All Employees of the Wood County Board of Commissioners employed at its landfill operations including Landfill Attendant, Landfill Equipment Operator 1 and 2, and Utility Worker 1 and 2.

Excluded: All management level employees, students, professional employees, guards and supervisors as defined in the Act, all seasonal and casual employees as defined by the State Employment Relations Board, employees of other county elected office holders and elected officials.

**SECTION 2.**

A. Dues Deduction

It is understood and agreed between the Employer and the Union that the Employer will deduct unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such

deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues and initiation fees are due the Union. The Employer further agrees to remit to the Controller of Ohio Council 8, AFSCME, 6800 N. High Street, Worthington, Ohio 43085-2512, (614) 841-1918, before the last working day of each month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employees shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made.

The union will provide the Employer a letter of any changes of certified Union dues or fair share fees thirty (30) days prior to the effective date of any changes.

It is further agreed that the Union shall indemnify and hold harmless the Employer from any legal actions between a member of the Union and the Union regarding dues deductions under this Section. It is agreed that the Union understands that these Union dues, initiation fees, and other uniform assessments shall be collected within the capability of the Wood County Auditor's Office, to perform said function.

### **SECTION 3.**

- A. In the event a dispute arises concerning a new position being in the bargaining unit, the parties shall submit said disputed new position to State Employment Relations Board for their determination as to whether the position is in or out of the bargaining unit.
- B. In the event a new job is established by the Employer, the parties shall meet to determine if said new position is in the bargaining unit. The parties shall also establish by negotiations, the proper rates of pay and conditions of employment for any new established position.

## **ARTICLE 3**

### **PROBATIONARY PERIOD**

#### **SECTION 1.**

All newly hired employees shall serve a probationary period of one hundred and eighty (180) days.

**SECTION 2.**

Promoted employees shall serve out a probationary period of one hundred and eighty (180) days.

**ARTICLE 4**

**LABOR-MANAGEMENT MEETINGS**

**SECTION 1.**

In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled as needed. The parties shall determine who shall represent them individually at any labor-management meeting. The Union shall have the right to have up to two (2) individual members/officers from each work unit for each of these meetings plus one (1) individual from Ohio Council #8, AFSCME, AFL-CIO. However, the Union shall only have representation related to the day's agenda. The Employer shall have up to six (6) individuals for each of these meetings. The parties shall exchange written agendas five (5) days in advance of any L-M meeting unless by mutual agreement.

**ARTICLE 5**

**ACCREDITED REPRESENTATIVE**

**SECTION 1.**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, and Local Union Representatives shall have access to the premises of the Employer at reasonable time to conduct Union business relative to matters involving its membership. The Union Representatives agree that such visitations shall not disrupt the normal operations.

**ARTICLE 6**

**BULLETIN BOARDS**

**SECTION 1.**

- A. The Employer shall provide bulletin boards for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.

- B. The President of the Union shall give authorization to people in the Union for purposes of posting proper materials thereon.
- C. There shall be appropriate bulletin boards located at agreed upon locations. Locations to be jointly determined at each site.

**SECTION 2.**

The Union agrees there will be no posting of:

- A. Attacks on elected officials, administrative personnel, or nonunion Employees.
- B. Scandalous, scurrilous, or derogatory attacks upon the union members, union, or the administration.

**SECTION 3.**

The Union agrees to remove any unauthorized material from the Union bulletin boards in the event same is necessary.

**ARTICLE 7**

**REVIEW OF PERSONNEL FOLDER**

**SECTION 1.**

Members of the Bargaining Unit shall be allowed to review their personnel folders at any reasonable time upon written request to the Employer. Said file to be reviewed in the office, with the Employer or a management representative present. If a member, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the member may file a grievance to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegation, the employer will clarify the error in writing in the personnel file.

**SECTION 2.**

Supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

**SECTION 3.**

The Union will in no way hinder or interfere with any State or Federal regulations regarding an employee's folder.

**ARTICLE 8**

**MANAGEMENT RIGHTS**

**SECTION 1.**

The Union recognizes that except as specifically limited by the expressed provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer of the unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

**SECTION 2.**

All other managerial rights not expressly restricted by this contract are retained by management. If either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after one side declares an impasse.

**ARTICLE 9**

**NO STRIKE/NO LOCK OUT**

**SECTION 1.**

The Union agrees that neither its members, officers, or representatives, individually or collectively, will cause, authorize or instigate a strike during the term of this contract.

**SECTION 2.**

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, cause, aid, condone or instigate any lock out of members of the bargaining unit during the term of this Agreement.

**ARTICLE 10**

**CLEANUP TIME**

**SECTION 1.**

Every employee shall be entitled to a cleanup time of no more than ten (10) minutes prior to their lunch break period and prior to the end of their work shift.

**SECTION 2.**

The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning all tools, equipment, and Employees (such as hand cleaners) in each department. A first aid kit and fire extinguisher will be located on all vehicles.

**ARTICLE 11**  
**CAREER DEVELOPMENT**

**SECTION 1.**

The parties agree to meet, as necessary, on matters of "Career Development", as necessary.

**SECTION 2.**

The Labor/Management Committee process should be used for the purpose of this Article.

**SECTION 3.**

The parties agree that subject matters, materials, and participation must be mutually agreed upon, prior to concurrence given by either party.

**ARTICLE 12**  
**WORK RULES**

**SECTION 1.**

Fair employment work rules shall be posted for all Employees to see in the garage. Present work rules, new proposed work rules, and/or any changes shall be presented to the Union. Work rules shall not be arbitrary nor capricious and disputes thereof shall be handled through the grievance procedure. Any established work rules shall only apply to employees while at work. The Employer has the right to implement a work rule even if a grievance is filed on said work rule.

**SECTION 2.**

The parties agree that not every common sense work practice can be reduced to writing.

## ARTICLE 13

### EQUIPMENT/SAFETY

#### SECTION 1.

All equipment necessary to perform the work as determined by the Employer, shall be provided by the Employer. Car harts, hip boots, rain coats, hard hats, outer safety glasses (both clear and tinted), and appropriate gloves shall be provided and made available to all employees.

These items will be replaced whenever needed and car harts, will be replaced every other year or as deemed necessary by the Superintendent.

#### SECTION 2.

In the event a piece of equipment is determined unsafe, or a hazardous practice exists, the employee and/or his union representative shall refer a complaint with the Foreman in charge. If the practice and/or equipment is found to be unsafe, the parties shall agree to cease the unsafe practice, and if a piece of equipment is found unsafe, it shall remain in the garage until repaired.

#### SECTION 3.

The Employer agrees that mobile radios shall be in all of the operating licensed vehicles for the life of this Agreement.

#### SECTION 4.

The parties agree that if, in the event, an Employee is hurt or injured on the job, said employee or other employees shall have the right to immediately call the E.M.T., etc., for immediate medical care. Employees must initiate incident/accident reports by the end of shift. The Employer shall assist employees in properly completing all required forms.

## ARTICLE 14

### DISCIPLINARY PROCEDURE

#### SECTION 1.

- A. Employees shall not be disciplined without having the opportunity to have their Union representative present. However, in the case of counseling between the Employer and the Employee, verbal reprimands, or where immediate action is called for, it is recognized by the parties that the presence of the Union representative may not always be possible. Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension, last chance agreement, and/or dismissal.
- B. Disciplinary action may include, but not be limited to these items: violation of work rules, incompetency, inefficiency, dishonesty, drunkenness, gross immoral conduct, gross insubordination, discourteous treatment of the public, neglect of duty, and any other failure of good behavior, while at work or if related to work. Employees shall only be disciplined for just cause.
- C. When an employee has had no discipline for the period of twelve (12) continuous months, any record of prior discipline(s) on the same offense shall cease to have force and effect for disciplinary purposes.
- D. The Employer shall not be arbitrary nor capricious in issuing disciplinary action to the employee.

#### SECTION 2.

The parties recognize that some offenses may be considered major offenses and require immediate action by the Employer. In the event of any immediate suspension or dismissal as a result of any major offense(s), the parties shall schedule a full hearing within five (5) days of the event, or knowledge of the event, or schedule said hearings, as soon as possible thereafter. Evidence and testimony shall be presented in this hearing, and any decisions rendered shall be based upon the evidence as presented in the hearing, or mitigated as equity suggests under the facts.

## ARTICLE 15

### TARDINESS

#### SECTION 1.

Employees are required to be ready to work at their scheduled start time. Employees are to clock out immediately at the end of their scheduled work time.

An employee that is going to be late to work is expected to call in. The regular disciplinary procedure will be followed for tardiness with the supervisor deciding if there is sufficient justification to excuse an employee that is tardy. The procedure will be:

1. Verbal warning.
2. Written warning.
3. Further disciplinary action.

Any employee that has more than six (6) unexcused late to work incidents within 12 months will be terminated as long as the disciplinary procedures have been followed.

Employees are considered tardy if they do not clock in before the start of the shift and are not ready to work.

An employee that forgets to clock in must immediately clock in and contact his supervisor to establish the proper start time. An employee who forgets to clock out must contact his supervisor to establish the proper quit time the next work day or when the error is discovered.

## ARTICLE 16

### PROMOTIONS

#### SECTION 1.

- A. When a job becomes vacant and the Employer determines to fill said job, Employees in the bargaining unit may bid on that job and said position shall be filled by seniority and qualifications of those Employees bidding. The most senior qualified bidder shall be awarded the promotion.

- B. Said vacant position shall be posted within five (5) working days after said job becomes vacant, and shall be filled per A above as quickly as possible by the Employer.

**SECTION 2.**

In the event an employee or the Employer is dissatisfied in a new position as a result of this Article, said Employee shall be returned to his/her former position at their former rate of pay within the sixty (60) day probationary period, displacing other personnel and so on down the upward progression.

**ARTICLE 17**

**SEVERABILITY/CONFORMANCE OF LAW/APPEALS**

**SECTION 1.**

The parties hereto recognize all laws that the parties are required to recognize, and said parties shall not impede, violate, or encroach into the Union's, the Employer's, or anyone's individual legal rights, nor violate Chapter 4117 of the O.R.C.

**SECTION 2.**

In the event any provision herein is held invalid by any Court of Law the parties shall meet, in an attempt to negotiate a replacement Article or provision within fifteen (15) days of the knowledge thereof.

**SECTION 3.**

The parties agree that disputes that qualify for appeals under the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, Ohio Workers' Compensation Commission, or the Unemployment Commission shall be appealed pursuant to the appeal procedures and in accordance with the rules and regulations of that body and shall not be subject to the grievance procedure.

## ARTICLE 18

### UNION LEAVE/DELEGATE LEAVE

#### SECTION 1.

**Union Delegate Time:** An employee shall be granted time off without pay to serve as a delegate or alternate to the annual Union Convention or a convention of the International Union whenever called. Each said convention shall be limited to no more than six (6) days for any one such Convention.

#### SECTION 2.

**Union Leave:** The Employer agrees that the Vice President, the Stewart, and/or President from the bargaining unit is permitted Union Leave with pay, to attend special conferences with the Union Staff Representative periodically, at the Union Office in downtown Toledo or in Columbus, whichever is necessary. Said Union leave with pay hereto is limited to no more than two (2) days per year.

#### SECTION 3.

Employees may utilize vacation time or other earned time per Section 1 herein.

#### SECTION 4.

The Union agrees that the officers, delegates, and alternates, per this Article, shall be utilized in such ways that would not leave the Employer insufficient manpower. The parties agree that officers, members, and delegates will request prior to any meetings herein, in writing, and cite the location of any such meetings prior to any such meeting being held.

## ARTICLE 19

### NON-DISCRIMINATION

#### SECTION 1.

- A. Wood County is an Equal Opportunity Employer committed to providing all employees and applicants a workplace that is free from unfair treatment/discrimination. In compliance with the Equal Employment Opportunity Commission and the Ohio Civil Rights Commission, Wood County will not discriminate based on race, religion, color, sex, pregnancy, sexual orientation, genetic information, national origin and ancestry, age, veteran status, disability, or military status.
- B. 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.

## ARTICLE 20

### WORKING OUT OF CLASSIFICATION

#### SECTION 1.

An Employee temporarily assigned to work and/or replace an individual in a classification of a higher rate will be eligible to receive the rate of that higher classification for the period which he/she was so assigned; and/or:

- A. The individual must perform functions that are normally performed by the person absent in order to receive compensation for that time period.
- B. The term "higher rated classification" refers to positions that have a higher degree of responsibilities; could be supervisory in nature; and pay a higher rate of pay.

**SECTION 2.**

An employee may be temporarily assigned work in a lower classification, but, shall continue to receive his/her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

**SECTION 3.**

Employees shall receive the rate of pay for hours of work, in the higher position upon completion of four (4) hours or more of work.

Employees working at the higher classification will get the base rate of the higher position.

**ARTICLE 21**

**MILITARY LEAVE**

**SECTION 1.**

- A. **Military Leave and Pay.** Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service on the field training, or active duty for periods, as designated by law.
- B. The Employer agrees to entitle all employees to the provisions of the Ohio Revised code Sections 5903.02, 5903.03, 5903.04, and 5923.05 respectively.

**ARTICLE 22**

**JURY DUTY**

**SECTION 1.**

The Employer shall grant full pay and benefits to an employee that is subpoenaed for any court, jury duty, or tribunal hearings, by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty shall be remitted by the Employee to the Employer, unless such duty is performed outside of regular working hours.

**ARTICLE 23**

**LIABILITY/SOVEREIGN IMMUNITY LAW**

**SECTION 1.**

Employees of the bargaining unit shall be held harmless against any claims or otherwise regarding any "liability", as required in the Ohio Sovereign Immunity Law (State of Ohio), while acting in the proper scope of their employment, and if found not negligent or derelict in the performance of their duties by a court of law and/or its administrative representatives.

**ARTICLE 24**

**LEGAL COUNSEL**

**SECTION 1.**

The Employer will continue the practice of reviewing on a case by case basis any reimbursement of legal fees incurred by an employee in defending a civil action arising from any action strictly within the proper scope of his employment. This case by case review will only occur on civil matters of a non-negligent nature where the employee was found to be not liable for any actions related to the lawsuit.

**ARTICLE 25**

**TERMINATION/SEVERANCE PAY**

**SECTION 1.**

Employees are entitled to compensation for accumulated but unused vacation leave only at the time of separation of service. Payment for accumulated but unused vacation leave and any earned compensatory time (pay) that is banked at separation is at the employee's current rate of pay. Employees who leave employment prior to the completion of their first year are not entitled to receive compensation for accrued vacation hours.

**ARTICLE 26**

**COMPENSATORY TIME/PAY**

**SECTION 1.**

Effective 4/15/86, employees may utilize compensatory time per F.L.S.A. (1985). Employees may accrue up to 240 actual hours of work to their compensatory time bank. Employees may take compensatory time off with pay as mutually scheduled with the Employer, and/or receive the appropriate rate of pay for said compensatory time. Normal cash-out of compensatory time to cash will require at least two (2) pay period's notice except in case of verifiable emergency. Comp time shall be used within 180 days of accrual, to start the first pay date of July 2013.

**ARTICLE 27**

**MEDICAL LEAVE/PERSONAL LEAVE**

**SECTION 1.**

As provided by State and/or Federal law, a regular employee may be permitted to take a leave of absence without pay for compelling personal reasons for up to six (6) months in a given calendar year of employment, and/or appropriate per law, upon prior approval of the Employer. Such leave may be granted for extended illness of the employee or for maternity leave.

**SECTION 2.**

The parties shall abide by the Federal F.M.L.A. Statute.

**ARTICLE 28**

**BREAKS DURING OVERTIME**

**SECTION 1.**

There shall be reasonable breaks during overtime.

## ARTICLE 29

### UNIFORMS

#### SECTION 1.

The Employer agrees to continue to provide uniforms and appropriate cleaning services for all employees. Each employee shall receive eleven (11) uniform changes per every two (2) weeks. The cost of this service shall be paid for by the Employer.

#### SECTION 2.

The Employer shall continue to pay for safety work shoes for all employees that is provided as of 9/1/85. The cost \$300.00 per pair shall be maintained for the life of the shoe.

#### SECTION 3.

The employee(s) that are provided uniforms and work shoes shall wear these provided items at work, except to the extent of an emergency beyond the employee(s)' control. Uniforms shall not be altered by the Employee. Evidence of abuse by employees can lead to discipline.

## ARTICLE 30

### MISCELLANEOUS

#### SECTION 1.

- A. In the event an employee is required by the Employer to attend meetings during working hours, he or she shall be compensated at their hourly rate of pay.
- B. The Employer shall continue to pay tuition and registration fees for job related training as is required by the Employer.

**SECTION 2.**

The Employer agrees to reimburse employees for long distance phone calls that employees are required to make in the performance of their job and to permit employees to call home on occasion as required (overtime or emergencies).

**SECTION 3.**

Employees attending "Conferences and Meetings" in behalf of the Employer and/or for furthering the employee(s)' ability to perform the job for the Employer must be approved in advance by the Employer.

**SECTION 4.**

The Union, if possible, will assist in various training for the bargaining unit employees.

**SECTION 5.**

The Employer agrees to provide the Union with a periodic list of the names, addresses and telephone numbers of employees who have left the bargaining unit or gone on an unpaid leave of absence.

**SECTION 6.**

The Employer agrees to provide the Union with a periodic report of the names, addresses and telephone numbers of new hires and transfers into the Union. The Union shall be entitled to meet with new employees for the purposes of informing them about the Union, soliciting their membership, and providing FSF/Agency Fee notice to employees who are non-members.

**SECTION 7.**

The Employer agrees to periodically provide the Union with a list of all bargaining unit employees that includes the following information: name, address, telephone number, employer ID, date of hire, classification, pay rate, shift, department and work location. The list shall be provided in both hard copy and electronic form (CD).

**ARTICLE 31**

**SICK LEAVE**

**SECTION 1.**

Sick leave shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours "in active pay status" and shall be cumulative without limit. ORC 124.39 allows employees with a minimum of 10 years of OPERS service to receive 25% of the accumulated sick leave, not to exceed 30 days or 240 hours upon an OPERS retirement.

**Wood County Method**

Only Wood County service time is considered when determining years of service for payment of sick leave accrual. Under this method sick leave shall be paid as follows:

<u>Years of Wood County Service</u>	<u>Percentage</u>	<u>Maximum Hours</u>
10	25	240
15	30	288
20	35	336
25	40	384
30	50	480

Payment of sick leave of this basis shall be considered to eliminate all sick leave accrued at that time. In the event of a death of an employee, said estate shall be paid per statute.

**SECTION 2.**

- A. Sick leave may be used only for absence due to illness, maternity purposes (including injury) of the employee himself, a member of his immediate family, or exposure to a contagious disease which could be communicated to other employees. Maternity leave under this article shall be limited to six (6) weeks maximum.
  
- B. Immediate family means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

### **SECTION 3.**

For each use of sick leave, the employee will be required to fill out the "Application for use of Sick Leave" form furnished by the Employer. If treatment by a physician is required, a certification by the physician is to be made, either on the same form or be a "Doctor's Certificate", or after three (3) consecutive days of sick leave, if the Employer deems it necessary. The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. (Examples would be patterned abuse of sick leave, consistent one day sick leave usage, limited amount of sick leave on books without prior medical verification).

### **SECTION 4.**

- A. Sick leave shall be charged in minimum units of one-half (1/2) hour. A member shall only be charged for time actually used.

### **SECTION 5. TRANSITIONAL WORK PROGRAM**

It is in the employee's physical and psychological best interests to remain active and productive within the limitations of a work related injury or illness. The Wood County Transitional Work Program (TWP) returns an employee with a work-related injury or illness to active employment through a temporary employment ("bridge") assignment. The temporary work assignment accommodates the limitations of the injury until the employee can return to full duty without restrictions or reaches maximum medical improvement.

- A. The benefits of Wood County's TWP are as follows:
  - 1. The Employee provides a valued service without the stress of losing income or regular work contacts.
  - 2. The County reduces Workers' Compensation related expenses by promoting positive work relationships and by maintaining an experienced work force.
  - 3. The participating Physician(s) work within the framework of a transitional work program to make an informed decision about the type of work an employee can best handle within his/her physical capabilities.
- B. Eligibility
  - 1. All employees on leave from work due to a work-related injury or illness are eligible for participation in the program pending a

medical evaluation. An employee may participate in the TWP program for three months, with one three month extension following a review by the TWP participating physician, the Appointing Authority, and/or the Board of County Commissioners.

2. Drug and/or alcohol tests will be performed upon reasonable suspicion that drug and/or alcohol use was the cause of, or contributed to the work related injury or illness. Employees testing positive may not be eligible for the program.

C. Procedures

1. After a work-related injury/illness, the employee shall notify his/her supervisor who will immediately contact the Risk Coordinator in the Commissioners' Office to schedule an appointment with the designated Workers' Compensation Physician.
2. If the employee is physically able to perform the responsibilities of his/her original classification with slight modification provided by the physician, he/she may be returned to that classification upon approval for accommodation by the Appointing Authority.
3. If the employee is unable to return to his/her original classification, the physician will refer to the TWP manual to determine which bridge assignment within Wood County the employee can perform considering his/her injury. The physician will notify the Risk Coordinator within 24 hours of the compatible assignments approved for the injured worker.
4. In consultation with the appropriate official/supervisor, the Risk Coordinator will assign the injured employee to a temporary work assignment (bridge assignment). If more than one (1) bridge assignment is necessary to accommodate the employee's needs, placement within the office/department where the injury occurred will be given priority. If a medically compatible assignment is not available within the employee's office/department, a temporary placement within another county office/department may be arranged. The assignment will be based upon:
  - a. The availability of work.
  - b. Physician approval.
  - c. Estimated length of the employee's recovery period.
  - d. The employee's physical needs/condition.
  - e. Approval of the Appointing Authority and/or the Board of County Commissioners.

5. If the injured worker seeks initial treatment from his/her own physician, the Risk Coordinator will schedule an appointment for the injured worker with the County's designated Workers' Compensation Physician. In the event the two physicians reach different conclusions, the Risk Coordinator will contact the physicians in an effort to determine the most appropriate action.
6. Once a "bridge" assignment is approved by the physician and the Appointing Authority, the Risk Coordinator will notify the employee of the bridge assignment. Failure to accept the assignment or respond to the employer will be treated as a refusal to work and Wood County will seek to terminate any compensation being awarded by the BWC.
7. The employee must sign and return the Transitional Work Agreement prior to performing any duties. The Transitional Work Agreement between the employee and his/her Appointing Authority will include the following elements:
  - a. A specific start and stop date for the program. In no case will a contract be extended past six (6) months.
  - b. Work schedule.
  - c. Description of the "bridge" assignment work duties.
8. The employee will begin work on the next scheduled working day unless otherwise instructed by the physician. The supervisor and the Risk Coordinator will explain the Transitional Work Program policy and procedures and the duties of the assignment, including a written description, oral instructions, photographs, and, if necessary, video tapes.
9. At the intervals set for each bridge assignment, the employee must see the County's Workers' Compensation Physician for reevaluation of assignments on the Bridge Assignment Matrix. The employee's progress toward his/her original classification must meet the needs of the employee, the Appointing Authority, and temporary assignment availability.
10. With each new assignment, the employee will meet with the Risk Coordinator to review changing responsibilities and expectations. Any change of assignments, work hours, etc., must be noted on the Transitional Work Agreement and signed by the appropriate parties prior to duties being performed.

11. Only the physician can approve a change in “bridge” assignment for the injured worker. Any changes in the employee’s medical status must be reported to his/her supervisor and the Risk Coordinator.
12. All records regarding the employee’s transitional work assignment(s) will be maintained by the Appointing Authority or Department Head and incorporated into the employee’s personnel file.
13. If at any time the Workers’ Compensation Physician determines that an employee will never be able to return to his/her regular duties, an assessment of his/her employment status will be made after a complete review of the case and consideration of a formal vocational rehabilitation plan.

D. Compensation

1. Employees in the program receive their current rate of compensation and schedule of benefits from their county office/department while recovering from their work-related injury/illness.

E. Benefits During Program

1. Coordination of health insurance benefits will follow all regular Workers’ Compensation procedures.
2. The employee must take Family Medical Leave, if available.

**ARTICLE 32**

**SENIORITY**

**SECTION 1.**

Seniority shall be defined as the length of continuous service with the Wood County Solid Waste District and the Wood County Landfill. Paid time including a paid leave of absence counts toward continuous service seniority computation.

**SECTION 2.**

If an employee quits and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for purposes of seniority.

**SECTION 3.**

There shall be no loss of bargaining unit seniority for anyone holding a higher position who returns to a former position held, within seventy-five (75) days from the date of promotion.

**SECTION 4.**

- A. Employees returning from a personal leave of absence without pay and/or a layoff shall be permitted to count their prior seniority date.
- B. Credit seniority up to four (4) months shall be granted for any unpaid leave of absence within a calendar year.

**SECTION 5.**

Employees on approved leaves of absence, due to provisions of this contract and/or layoff shall retain their previous earned seniority upon their return to work.

**ARTICLE 33**

**SUPERVISORY EMPLOYEES**

**SECTION 1.**

The parties agree that the intent of the Employer is that supervisory employees will not perform work of the bargaining unit that would result in displacing an employee. The supervisory employees may assist the bargaining unit employees and give instruction and training.

**ARTICLE 34**

**SUBCONTRACTING**

**SECTION 1.**

No bargaining unit employee shall be terminated or laid off as a result of subcontracting out by the Employer.

**SECTION 2.**

The Employer may subcontract; however, the Employer agrees that all such contract for subcontracting shall be discussed with the Union prior to the letting of the contract, except for emergencies.

**SECTION 3.**

Disputes regarding subcontracting out will be an immediate subject for the grievance procedure and shall be filed as soon as possible, after the knowledge of said disputes.

**ARTICLE 35**

**VACATION**

**SECTION 1.**

A. Employees shall receive and earn vacation as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>WEEKS OF VACATION</u></b>
1 year	2 weeks
8 years	3 weeks
15 years	4 weeks
25 years	5 weeks

B. Employees are permitted to utilize their earned vacation in 2.5 hour increments, or more, for unforeseen emergencies, excluding an individual employee illness.

**SECTION 2.**

Seniority utilization shall be observed for purposes of scheduling vacation time frames off, with the most senior employee electing his choice first and then the second and so on down the list.

**SECTION 3.**

In the event an employee is unable to utilize his vacation time off with pay, said employee may carry over his earned vacation from year to year up to and including a two (2) year period.

In the event an Employee is prohibited from scheduling vacation time off with pay, the employer may grant additional carry over time above the two (2) year period.

## ARTICLE 36

### HOLIDAYS

#### SECTION 1.

Full-time employees shall receive the following paid Holidays per year, as follows:

New Years Day	Veteran's Day
Martin Luther King Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
President's Day	Columbus Day
Christmas Day	

If any of the above-mentioned holidays fall on a Saturday, the Friday preceding shall be observed as the holiday. If any of the holidays fall on a Sunday, the Monday immediately following shall be observed as the holiday.

#### SECTION 2.

An Employee will not receive holiday pay for any holidays for which he utilizes sick leave the work day before or the work day after said holiday. Scheduled sick leave shall not apply to this provision.

## ARTICLE 37

### INJURY PAY/LEAVE

#### SECTION 1.

The Employer agrees to continue to pay for the Hospitalization/Major Medical Plan for the first sixty (60) days of a time period while an employee is on an industrial leave.

**ARTICLE 38**

**LAYOFF/RECALL**

**SECTION 1.**

In the event, due to lack of work, lack of funds, or reorganization, the Employer may lay off employees, the Employer shall lay off employees in the inverse order of seniority. Full-time employees shall not be laid off before part-time, temporary or seasonal employees except in the situation where the full-time employee does not meet the minimum qualifications for the position. A laid off full-time employee shall be given the first opportunity on available part-time, temporary or seasonal employment at the specific position rate of pay if the full-time employee has the necessary qualifications.

**SECTION 2.**

In the event of reorganization, full-time employees will be given a trial period, if same is necessary, to determine if an employee can perform other jobs in a bumping situation. Said trial period shall be no less than fourteen (14) work days. Laid off Employees shall be placed on a recall list for eighteen (18) months. Employees shall be called back to work by inverse order of recall and notified by registered mail. The employee must report back to work within seventy-two (72) hours.

Employees shall be called back to work according to their seniority, with the most senior employee having been laid off, being recalled first, provided said employee can perform the available work.

**ARTICLE 39**

**GRIEVANCE PROCEDURE**

**SECTION 1.**

A grievance is a dispute or difference between the Employer and the Union, or between the County an employee concerning the interpretation and/or application of, or compliance with any provision of this Agreement.

**STEP 1.** An employee who has a grievance shall take it up orally with his immediate supervisor, accompanied by his Steward, within five (5) working days after the employee has knowledge of the event upon which his grievance is based,

and the supervisor shall give his answer to the employee within five (5) working days after the grievance was presented to him.

**STEP 2.** If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within five (5) working days after receipt of Step 1 answer be reduced in writing and filed with the employee's Superintendent on a grievance form, signed by the employee and his Steward. The Superintendent shall meet with the Steward within five (5) working days after the written grievance has been filed, and a written answer shall be given within five (5) working days after Step 2 meeting. The employee and appropriate witnesses will be called in by mutual agreement of the parties hereto.

**STEP 3.** If the grievance is not satisfactorily settled at Step 2, the grievance may within five (5) working days after receipt of Step 2 answer, be appealed to the Director. The Director shall meet with the union seven (7) days after the grievance has been appealed and a written answer shall be given within seven (7) working days after Step 3 hearing. The employee and appropriate witnesses will be called in by mutual agreement of the parties hereto.

**STEP 4.** If the grievance remains unsettled, either party may invoke this fact-finding Step. Either party may submit a grievance to fact-finding no later than ten (10) working days after having received the answer in Step 3. The fact-finding committee will be composed of three (3) members. One (1) member representing the County Commissioners; one (1) member representing the Union; a third member who will be chosen by the other two (2) members of the committee.

The committee shall hear all the facts and render its findings to the Union and the Board of County Commissioners no later than five (5) working days after the hearing. While the committee's decision is not binding, both parties shall treat the committee's decision as a serious attempt to preserve a good labor-management relationship.

**BINDING ARBITRATION.** Grievances dealing with suspensions over three (3) days or discharge, may be submitted to binding arbitration at the request of either party.

- A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators.
  1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
  2. The right to strike the first name shall be determined by lot.

- B. The fees and expenses of the arbitrator shall be shared equally between the two (2) parties.
  - 1. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
  - 2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.
- C. The arbitrator shall schedule a hearing date as promptly as possible. The decision of the arbitrator shall conform with applicable laws and shall be binding upon both parties.
  - 1. The arbitrator shall not be empowered to rule contrary, to amend, add to, or eliminate any of the provisions of this Agreement.

## ARTICLE 40

### WORK WEEK/WORK DAY/OVERTIME

#### SECTION 1.

The work week shall normally consist of forty (40) hours Monday through Friday or Tuesday through Saturday. The regular work day shall be eight (8) hours beginning at 7:30 a.m. and ending at 4:00 p.m., with one lunch period of one-half (1/2) hour unpaid. However, hours of work can be changed based upon different work needs. If the Union requests, negotiations on said change will take place per Article 8, Section 2 of this agreement.

#### SECTION 2.

Employees will also have two (2) fifteen (15) minute work breaks each day, one break in the first half of the work shift and the second break in the second half of the work day.

#### SECTION 3.

- A. Overtime shall be offered on the basis of seniority. Those called for overtime must be qualified. If no one wishes to work, the qualified person with the least seniority must perform the work. Overtime shall be offered on the basis of seniority with the most senior being called first, etc. If management can establish specific needs to be considered in the overtime, then qualification as well as seniority will be appropriate.

- B. Employees are not eligible for overtime when absent.
- C. An employee is offered overtime must state their intention to work overtime upon notice request of the Employer, or state refusal, in order that other employee(s) might have ample notice, if the employee scheduled declines the overtime work.

**SECTION 4.**

Vacation and holidays shall be counted for purposes of overtime. Compensatory time and sick leave shall not be counted for calculation of overtime.

**SECTION 5.**

Call-in pay of no less than two (2) hours shall be paid on each call-out which falls outside the Employee's regular hours of work. The call-in hours must result in work that is not contiguous to the Employees' regular hours of work.

**ARTICLE 41**

**LIFE INSURANCE**

**SECTION 1.**

The Employer agrees to continue to provide the existing "Life Insurance" to the bargaining unit for the life of this contract.

The Employer agrees that if in the event the Employer provides an increase in the "Life Insurance" to other Wood County Employees, said increases shall be immediately granted to the bargaining unit.

**ARTICLE 42**

**HEALTH INSURANCE**

**SECTION 1.**

The health insurance coverage for Employees shall be provided by the Employer, per the county plan.

**SECTION 2.**

The parties shall have equal representation on a county wide committee charged with studying the health insurance program for Wood County employees.

**ARTICLE 43**

**MILEAGE ALLOWANCE/TRAVEL REIMBURSEMENT**

**SECTION 1.**

All employees will be reimbursed for authorized and approved business related travel and allowances.

**SECTION 2.**

Reimbursement of expenses will be per current Wood County Travel Reimbursement Policy.

**SECTION 3.**

Such allowance or reimbursement under this Article must be pre-approved by the Employer.

**ARTICLE 44**

**EDUCATION PAY**

**SECTION 1.**

- A. The parties agree to the following for successful completion of the following programs.
  - 1. \$ .50 per hour SWANA Landfill Manager or Operator training.
  - 2. \$ .25 per hour Hazardous Material Handling Course of 40 hours.
- B. Management will pay for the basic training and any required training to maintain certification.

- C. \$ .05 per hour pay for successful completion of training in each of the following listed areas which will improve employee skills and increase their ability to maintain landfill facilities and operations in the following areas (limited to one \$.05 increase for each area)...
  - 1. Computer operation/maintenance/programming
  - 2. Welding
  - 3. Hydraulics
  - 4. Electrical/Mechanical
  - 5. Electronics
  - 6. Basic Diesel Mechanics
  - 7. Automotive Mechanics
  
- D. In as much as training programs vary and certification is not available or required, programs which qualify for educational pay, must be approved by the employer. In some cases, a combination of courses may be required. Upon documentation of successful completion of an approved program, the appropriate amount will be added to an employee's base rate of pay.
  
- E. Management will pay for programs approved for educational pay.

**SECTION 2. Additional Duty Pay**

- A. Qualified employees as determined and assigned by the employer may be given the following permanent additional duties:
  - 1. Lead Operator/Operations. This person, in addition to regular duties, will assist in direction of daily landfill operations and be in charge of the facility when the Superintendent is absent.
  - 2. Lead Operator/Equipment. This person, in addition to regular duties will oversee maintenance and repair of all equipment. If the Superintendent and Lead Operator/Operations are absent, this person will be in charge of the facility.
  
- B. Additional duty pay will be \$.50 per hour supplement for performing any of the above mentioned duties.

## ARTICLE 45

### C. D. L.

#### SECTION 1.

The parties agree that if, in the event an employee has trouble with his/her C.D.L., the parties shall meet in an L.M.C. as soon as possible to determine if reassignment to appropriate work is possible, and their recertification and training for recertification, if appropriate.

#### SECTION 2.

The Employer agrees to pay for the C.D.L. license renewal for the appropriate employees.

#### SECTION 3.

Bargaining Unit employees will receive \$ .10 per hour for C.D.L. pay. To receive C.D.L. pay an employee must comply with the motor vehicle policy and be able to operate county equipment.

## ARTICLE 46

### HEALTH & SAFETY

#### SECTION 1.

The parties agree to abide by the Public Employment Risk Reduction Program (P.E.R.R.P.) Statute and regulations.

#### SECTION 2.

The parties shall establish a Health and Safety Committee composed of representatives of the Employer and the Union. The parties shall start its work of establishing issues of concerns of the parties within two (2) months of the signing of this Agreement.

**ARTICLE 47**

**TROUBLED EMPLOYEE PROGRAM**

**SECTION 1.**

The parties agree to establish a "Troubled Employees Program" within the next twenty-four (24) months. Said "Troubled Employees Program" shall be on a voluntary basis and shall not eliminate any provisions of this Collective Bargaining Agreement. The parties shall meet in regularly scheduled Labor/Management Meetings to establish contents and procedures of said program(s). Any such contents and procedures shall not violate any legal rights whatsoever. This article shall not contradict any work rules nor eliminate any necessary disciplinary actions.

**ARTICLE 48**

**PENSION DEFERRAL**

**SECTION 1.**

The parties agree that the pension tax deferral program shall continue for the life of this contract.

**ARTICLE 49**

**FUNERAL LEAVE AND PAY**

**SECTION 1.**

Employees shall be entitled to sick leave with pay for the death of an immediate family member such as defined in Article #31. Such leave shall be limited to reasonably necessary time not to exceed five days sick leave and will be deducted from sick leave.

**ARTICLE 50**  
**MOTOR VEHICLE POLICY**

The parties hereby agree to the following:

**SECTION 1.**

The parties agree to the following:

- A. The Insurance Company that provides liability coverage for the Employer shall set the appropriate policies for Motor Vehicle coverage in general and DWI restrictions in specific.
- B. The procedures and rules required by the Insurance Company shall be incorporated into a Work Rule entitled Motor Vehicle Policy. This Work Rule will replace the existing DWI Work Rule and shall be accepted by the parties as a proper Work Rule under the Collective Bargaining Agreement.
- C. This Work Rule shall not be used to remove any employee from employment with the Employer unless the employee can no longer perform needed job duties. Said action by the Employer shall be appealable through the arbitration provision of the Collective Bargaining Agreement.

**SECTION 2.**

The Employer will give the Union copies of any changes of rules and regulations, as proved by the Insurance Company.

**ARTICLE 51**  
**FAIR SHARE FEE**

**SECTION 1.**

Effective April 1, 1989, and thereafter: Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) days.

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

**SECTION 2.**

Fair share fee shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix B, attached hereto. Appendix B, including all amendments thereto, is incorporated in this Article by reference.

**SECTION 3.**

Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**SECTION 4.**

The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix B.

**SECTION 5.**

The Union may amend Appendix C by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

**SECTION 6.**

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resorts determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

**SECTION 7.**

This Article does not waive any of the Employer's right to seek judicial review of any of its provisions at any time.

**SECTION 8.**

The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union agreed that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 9.**

This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix B, no portion of this Article may be amended except with written signed agreement of the parties.

**SECTION 10.**

The Employer shall remit the monthly fair share fee deductions, along with the appropriate listings to the Secretary-Treasurer/Comptroller, Ohio Council #8, AFSCME, AFL-CIO, 6800 N. High Street, Worthington, OH 43085, (614) 841-1918.

**ARTICLE 52**

**MAINTENANCE OF STANDARDS**

**SECTION 1.**

The Employer agrees to maintain working conditions covered by the Agreement as far as practical for the life of this Agreement.

**ARTICLE 53**

**SPECIAL LABOR MANAGEMENT MEETING**

In the event the County decides to sell or transfer the entire body of bargaining unit work to a successor employer, the parties shall meet in a labor management meeting ninety (90) days prior to such action to review said decision.

**ARTICLE 54**

**ZIPPER CLAUSE**

**SECTION 1.**

This Agreement represents the full and complete understandings between the parties as to bargaining matters covered under O.R.C. 4117. The parties recognize that there may be a bargaining duty under Section 2 of the Management Rights Article of this Agreement.

**ARTICLE 55**

**WAGES**

**SECTION 1.**

A. CLASSIFICATION	<u>RATE OF PAY</u>
	2/1/12
	1.0%
	-----
Landfill Attendant	\$15.82
Landfill Utility Worker 1	11.87
Landfill Utility Worker 2	15.75
Landfill Equipment Operator 1	17.22
Landfill Equipment Operator 2	18.46

The Landfill Attendant position will receive a \$0.10 per hour increase for each year of experience for up to five years (\$0.50 maximum increase). This adjustment will be made

January 1 of each year. A full 12 months is required to receive the increase. The attendant must be doing satisfactory work as determined by management and have no disciplinary action on file for the previous 12 months.

**SECTION 2.**

- A. For 2012 only, if the Board of Commissioners for Wood County grant across the board wage increases to any group of rank and file employees directly under the jurisdiction of the County Commissioners, the Bargaining Unit employees covered by this Agreement shall receive the same increase. Any such increase shall only be for any increase above the amounts already agreed to in this Agreement.

**SECTION 3.**

The parties agree to a reopener of this article for the second and third year of this agreement.

**ARTICLE 56**

**DURATION/TERMINATION**

**SECTION 1.**

This Agreement shall be effective as of February 1, 2012 and shall remain in effect and full force until February 1, 2015. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing on or before September 1, 2014, prior to the termination (anniversary) or date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of termination of this Agreement is provided to the other party in the manner set forth in the following section.

The parties agree to reopen this Agreement for negotiations related to Article 15, Tardiness, Article 26, Section 1, Compensatory Time, and Article 55, Wages, in the second and third year of this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement at Wood County this 29 day of March, 2012.

**FOR THE UNION**

Cheryl Taylor-Felton  
Jeffrey A Wright

Date: 3-23-12

**FOR THE EMPLOYER**

James L. Carter  
W. J. Brown  
John W. Fulmer

Date: 3-29-12

SIDE LETTER #1

INOCULATIONS

The Employer will establish an Inoculation Program for employees (i.e. tetanus, hepatitis shots, etc.) with the Wood County Health Department.

UNION:

William F. Loble

Jeffrey A. Dwyer

\_\_\_\_\_

Date: 2-26-03

EMPLOYER:

James J. Carter

J. P. Brown

Alexis L. Beckler

Date: 3-13-03

SIDE LETTER #2  
EPA ADDITIONAL LICENSE

February 14, 2003

In the event the EPA or any other governing or licensure body requires bargaining unit employees to obtain additional licensure, the parties shall meet in Labor-Management to resolve issues related to same.

In the event Labor-Management cannot resolve any issues related to above paragraph, the parties shall meet to negotiate any outstanding issues.

**UNION:**

Will F. Fook  
Alley A Wright  
W J  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2-26-03

**EMPLOYER:**

James F. Carter  
[Signature]  
[Signature]  
\_\_\_\_\_

Date: 3-13-03



APPENDIX B

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

**FAIR SHARE FEE  
PROCEDURE**

For deductions beginning

January 1, 2003

**NOTICE TO ALL  
FAIR SHARE FEE PAYERS  
EMPLOYED BY A  
PUBLIC EMPLOYER  
IN THE STATE OF OHIO**

This notice is being provided to all employees employed by a political subdivision of the State of Ohio or other public employer who pay a fair share fee to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, herein Ohio Council 8; and/or any of its affiliated Local Unions pursuant to a collective bargaining agreement. The purpose of this Notice is to provide you with information and set forth procedures concerning implementation of your legal rights.

Ohio law permits, absent a request of a reduction, fair share fee charges up to an amount equal to regular union dues. Fair share fee payers may object to or challenge the fair share fee calculation under procedures set forth below. The nonchargeable percentage reflects expenses to support political, organizing and ideological activity and expenses unrelated to the costs of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment. The remainder of the fair share fee is the proportionate share of certain operating costs and costs of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms

and conditions of employment.

The expenses of all Ohio Council 8 affiliated local unions were considered to be totally non-chargeable. Fair share fee payers were not charged for the operation of any affiliated Local Union.

The chargeable expenses include your pro rata share of the costs of the following activities of the American Federation of State, County and Municipal Employees, AFL-CIO (herein AFSCME) and Ohio Council 8 (herein the Unions when referenced jointly).

Expenses associated with the following activities are totally chargeable:

1. Gathering information in preparation for the negotiation of collective bargaining agreements.
2. Gathering information from employees concerning collective bargaining positions.
3. Negotiating collective bargaining agreements.
4. Administration of ballot procedures on the ratification of negotiated agreements.
5. The public advertising of the Unions' positions on the negotiation, ratification, or implementation of collective bargaining agreements.
6. Lobbying for the negotiation, ratification or implementation of a collective bargaining agreement.
7. Adjusting grievances pursuant to the provisions of collective bargaining agreements, enforcing collective bargaining agreements and representing employees in proceedings under civil service laws or regulations.
8. Purchasing books, reports, and advance sheets used in (a) negotiating and administering collective bargaining agreements, (b) processing grievances.
9. Paying technicians in labor law, economics and other subjects for services used (a) in negotiating and administering collective bargaining agreements, (b) in processing grievances.

10. Proceedings regarding jurisdictional controversies under the AFL-CIO constitution.

11. Serving as exclusive representative in other bargaining units.

12. Membership meetings and conventions held at least in part to determine the positions of employees on collective bargaining issues, contract administration and other matters affecting wages, hours and working conditions, including the cost of sending representatives to such meetings and conventions.

13. Internal communications which concern collective bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs and other matters affecting wages, hours and working conditions.

14. Impasse procedures, including fact-finding, mediation, arbitration, strikes, slowdowns, and work stoppages, over provisions of collective bargaining agreements and the administration thereof, so long as they are legal under state law. These costs may include preparation for strikes, slowdowns, and work stoppages regardless of their legality under state law, as long as no illegal conduct actually occurs.

15. The prosecution or defense of arbitration, litigation or charges to obtain ratification, interpretation, implementation or enforcement of collective bargaining agreements and any other litigation before agencies or in the courts which concerns bargaining unit employees which is normally conducted by an exclusive representative.

Expenses associated with the following activities are chargeable to the extent that they are germane to collective bargaining activity, are justified by the government's vital policy interest in labor peace and avoiding free-riders, and do not significantly add to the burdening of free speech that is inherent in the allowance for fair share fee collection.

16. Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating collective bargaining agreements and processing grievances.

17. Paying technicians in labor law, economics and other subjects for services used in activities other than negotiating, implementing and administering collective bargaining agreements and processing grievances.

18. Membership meetings and conventions held for purposes other than to determine the positions of employees on collective bargaining issues, contract grievance adjustment or other matters affecting wages, hours and working conditions.

19. Internal communications which concern subjects other than collective bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs, or other matters affecting wages, hours and working conditions.

20. Prosecution or defense of arbitration, litigation or charges involving matters other than the ratification, interpretation, implementation or enforcement of collective bargaining agreements, or which relates to the maintenance of the union's association or corporate existence.

21. Social and recreational activities.

22. Payments for insurance, medical care, retirement, disability, death and related benefit plans for union employees, staff and officers.

23. Administration activities and expenses allocable to the Unions' activities and expenses for which agency shop and fair share fee payers are charged.

Expenses associated with the following activities are not chargeable:

24. Training in voter registration, get-out-the-vote and political campaign techniques.

25. Supporting and contributing to charitable organizations.

26. Supporting and contributing to political organizations and candidates for public office.

27. Supporting and contributing to ideological causes.

28. Supporting and contributing to international affairs.

29. The public advertising of the Unions' positions on issues other than negotiation, ratification, or implementation of collective bargaining agreements.

30. Lobbying for purposes other than the negotiation, ratification or implementation of a collective bargaining agreement.

31. Organizing within the bargaining unit in which fair share fee or agency shop payers are employed.

32. Organizing other bargaining units.

33. Seeking to gain representation rights in units not represented by the Unions, including units where there is an existing designated representative.

34. Defending the Unions against efforts by other unions or organizing committees to gain representation rights in units represented by the Unions.

35. Affiliation fees to the AFL-CIO and its state federations and central bodies.

The AFSCME fair share fee percentage was compiled based on the following financial information. This financial information sets forth the expenditures of AFSCME in major categories and states the amounts of expenditures which are chargeable/nonchargeable to fair share fee payers pursuant to the criteria set forth above.

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO AND SUBSIDIARY**  
**Revised Consolidated Schedule of Ex-  
penses and Allocation Between Chargeable  
and Nonchargeable Expenses**  
**For the year ended December 31, 2001**

Expenses	Total Expense	Chargeable Expenses	Non- Chargeable Expenses
Field Services	\$31,203,535	\$12,158,430	\$19,045,105
Assistance to Affiliates	8,824,432	7,421,112	2,403,320
Education	2,274,482	1,721,109	553,383
Women's Rights	1,532,439	1,321,146	211,293
Research	4,367,856	4,038,106	329,750
Legislation	2,788,447	(85,197)	2,874,644
Political Action and PEOPLE	16,263,935	(285,849)	16,549,785
Refirae	1,045,553	754,881	290,672
Public Policy	2,198,718	1,962,889	235,829
Public Affairs	6,987,364	3,793,765	3,203,599
President's Office	2,539,246	1,211,220	1,328,026
Convention	2,183,300	1,041,434	1,141,866
Inter-union Affiliations	14,367,154	819,552	13,747,602
International relations	733,187	0	733,187
General Counsel	3,605,683	3,182,760	422,923
Executive Board	1,054,240	502,872	551,368
Human Resources	1,910,345	481,835	1,428,510
Judicial Panel	828,851	828,851	0
Secretary-Treasurer's Office	1,407,789	671,515	736,274
Finance and General Operating	15,751,427	11,282,793	4,468,634
Meeting and Travel	267,968	127,821	140,148
<b>TOTALS</b>	<b>\$122,268,873</b>	<b>\$52,772,854</b>	<b>\$69,496,019</b>
<b>Percentage</b>	<b>100.00%</b>	<b>43.16%</b>	<b>56.84%</b>

**REPORT OF INDEPENDENT CERTIFIED  
PUBLIC ACCOUNTANTS**

To the Executive Board  
American Federation of State, County  
and Municipal Employees, AFL-CIO

We have audited the accompanying revised consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses of the American Federation of State, County and Municipal Employees, AFL-CIO and Subsidiary for the year ended December 31, 2001. This schedule is the responsibility of AFSCME's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

Except as discussed in Note 3(l), the expenses reflected in the total expenses column agree with the expenses in the audited financial statements of AFSCME and Subsidiary for the year ended December 31, 2001. The allocations of expenses between chargeable and nonchargeable are based on the definitions presented in Note 2 and the significant factors and assumptions described in Note 3. The accompanying schedule was prepared for the purpose of determining the fair share cost of services rendered by AFSCME for employees represented by, but not members of, AFSCME.

The accompanying schedule is not intended to be a complete presentation of AFSCME and Subsidiary's consolidated financial statements.

In our opinion, the revised consolidated schedule of expenses referred to above presents fairly, in all material respects, the expenses of American Federation of State, County and Municipal Employees, AFL-CIO and Subsidiary for the year ended December 31, 2001, and the allocation between chargeable and nonchargeable expenses, on the basis of the definitions presented in Note 2 and the significant factors and assumptions described in Note 3.

BOND BEEBE  
A Professional Corporation  
Washington, D.C.  
July 16, 2002

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

**Notes to Revised Consolidated Schedule of  
Expenses and Allocation  
Between Chargeable and Nonchargeable  
Expenses (Continued)  
December 31, 2001**

**Note 3 - Significant Factors and Assump-  
tions Relating to the Allocation of Expenses  
Between Chargeable and Nonchargeable Ex-  
penses**

Significant factors and assumptions underlying the allocation of expenses between chargeable and nonchargeable amounts are summarized as follows:

(a) For purposes of the calculation, except as noted below, departments are classified as either Program or Management Departments. Program Departments implement the programs of AFSCME, and provide services to AFSCME affiliates. Allocations of chargeable and

nonchargeable expenses of the Program Departments are made on the basis of a review of the activities and expenses of the individual departments.

Management Departments oversee and coordinate the functions of AFSCME and provide support functions to the Program Departments. Included among the Management Departments are the International Union Officers and their staffs, Business Office, Human Resources, Meeting and Travel, and the other Union governing bodies such as the International Executive Board, and the International Convention. The expenses for the Management Departments are allocated as chargeable and nonchargeable in the same proportion as the total chargeable and nonchargeable expenses of the Program Departments. The overhead attributable to the Program Departments is included as a Management Department expense in determining the chargeable and nonchargeable proportion of their expenses.

The expenses of the Judicial Panel are determined to be fully chargeable. The Office of the General Counsel of the International Union, consists of expenses which were allocated based upon a review of the activities of the attorneys employed in that office, and the expenses incurred by the International Union for other outside attorneys, which were allocated based upon the nature of the services and subject matter for which they are retained.

(b) For purposes of the calculation, organizing expenses are treated as nonchargeable. The Field Services Department is responsible for all of the International Union's organizing activities. The Field Services Department engages in organizing activities in two ways. First, the Field Services Department has certain employees who have, as one of their responsibilities, the organizing of new members. Second, the Field Services Department provides grants to AFSCME affiliates to permit them to engage in organizing.

In light of the decisions by the U.S. District Court in Reese, et al. v. City of Columbus, et al. (Reese), the Wisconsin Supreme Court in Browne v. Wisconsin Employment Relations

Commission (Browne), and the Indiana Supreme Court in Albro v. Indianapolis Education Association (Albro), the Union revised its calculation of chargeable and nonchargeable activities for use by the affiliates in Indiana, Wisconsin and Ohio, as well as for use by those affiliates with private sector bargaining units governed by the U.S. Supreme Court Communications Workers v. Beck (Beck) decision.

The Union examines the staff who may have any involvement in organizing, either internal organizing in pre-existing bargaining units, or external organizing of new bargaining units. To the extent such staff are involved in organizing, their salaries are treated as nonchargeable.

In analyzing the U.S. Supreme Court decision in Lehnert Ferris Faculty Association (Lehnert), the Courts in Browne and Albro also held that the Union could not charge for the costs of litigation that did not directly relate to the bargaining unit of the individual who would be charged a share of that expense. The District Court, and the Court of Appeals in Reese disagreed, finding the Lehnert decision approved of including the costs of litigation to enforce collective bargaining agreements in the sums the Union charges fee payors, regardless of the bargaining unit to which such litigation relates.

The complexity and expense of creating separate calculations for each of these jurisdictions has led AFSCME to adopt a single, revised calculation that will be used in all of these jurisdictions, as well as in those private sector bargaining units governed by the Beck decision. This revised calculation treats the Union's organizing expenses, media expenses and litigation expenses unrelated to the Union's institutional maintenance as nonchargeable. All other activities are allocated in accordance with the definition of chargeable and nonchargeable expenses outlined in Note 2.

The cost of all health and retirement benefits and all travel expenses of each permanent field service staff person who engaged in any organizing activities are treated as nonchargeable

to the same extent as the salary of such person. Additionally, all overhead costs associated with organizing are treated as nonchargeable.

Certain of the activities of the Field Services Department are conducted through projects. Each of those projects is examined, and, if the purpose of the project includes any organizing, that portion of the project related to organizing, including that portion of the salaries, benefits and travel expenses of project staff employed in connection with such project, is treated as nonchargeable.

Finally, the Field Services Department makes certain grants to AFSCME locals and councils for a variety of purposes, including organizing by the Union. All of these grants are reexamined by the Union and if the purpose of the grant includes organizing, that portion of the grant is treated as nonchargeable.

Nonchargeable and chargeable expenses, which were \$37,448,690 and \$84,829,283 before, have been restated to \$69,496,019 and \$52,772,954, as a result of this revised calculation.

(c) Costs associated with AFSCME publications, including editorial, production, and distribution expenses, are allocated on the basis of a column inch analysis of the chargeable content of the publication.

(d) For the purpose of allocating personnel costs, it is assumed that employees work 7 hours per day and 230 days per year. The employee benefits percentage rate is based on a comparison of total department employee benefits to total departmental salary costs. Employee benefits are allocated on a departmental basis, based upon total chargeable and nonchargeable salary, multiplied by the benefits percentage rate.

(e) Activities of the Program Department staff are individually analyzed and are allocated on the basis of chargeable activities. The personnel costs of the Public Affairs staff involved in the editing or production of AFSCME's publications are allocated on the basis of the chargeable content of the publications.

(f) Reimbursed and charged travel ex-

penses of the Program Department staff are individually analyzed and allocated as chargeable or nonchargeable depending on the nature of the activity. Reimbursed expenses of the Public Affairs staff involved in the editing and production of AFSCME publications are allocated on the basis of the chargeable content of the publication.

(g) Headquarters overhead expenses are allocated on the basis of the activities of headquarters personnel. All headquarters overhead expenses are allocated to headquarters departments on the basis of the individual department's percentage of total headquarters salary costs. Included in the calculation of headquarters overhead costs are general operating and building service costs. Overhead expenses allocated to each department are allocated between chargeable and nonchargeable on the basis of chargeable salaries as a percentage of total salaries within that department.

(h) Field overhead expenses are pooled and allocated on the basis of the activities and salaries of field staff. Included in the calculation of field overhead costs are office rental, equipment, and general operating costs of the field offices. Field overhead expenses are allocated between chargeable and nonchargeable on the basis of chargeable field staff salaries as a percentage of total field staff salaries.

(i) Grants to AFSCME affiliates are individually analyzed and allocated on the basis of their chargeable content.

(j) Contributions and participations are individually analyzed and allocated on the basis of their chargeable content.

(k) Affiliation payments to other labor organizations are either treated as entirely nonchargeable or allocated on the basis of the percentage of chargeable expenses of the recipient organization.

(l) Per capita rebates and CSOP grants of \$922,252 classified as assistance to affiliates for purposes of this allocation are offset against per capita income in the audited financial statements of AFSCME and Subsidiary.

The Ohio Council 8 percentage calculations were compiled based on the following financial information. This financial information sets forth the expenditures of Ohio Council 8 in major categories and states the amounts of expenditures which are chargeable/nonchargeable to fair share fee payers pursuant to the criteria set forth above.

**OHIO COUNCIL 8, AFSCME, AFL-CIO  
SCHEDULE OF EXPENSES AND  
ALLOCATION BETWEEN CHARGEABLE  
AND NONCHARGEABLE EXPENSES  
YEAR ENDED 12/31/01  
APPLICABLE FOR THE PERIOD  
JANUARY-DECEMBER 2003**

	Total Expenses	Non-chargeable Expenses	Chargeable Expenses
Salaries	\$4,859,460	\$485,660	\$4,373,800
Secretarial services	32,006	3,231	28,776
Postretirement expense	113,075	11,414	101,661
FFCA - employer's share	372,410	37,552	334,858
Federal unemployment taxes	5,852	551	5,261
State unemployment taxes	3,518	365	3,253
Worker's compensation insurance	3,404	344	3,060
Hospitalization insurance	569,893	56,487	503,406
Life insurance and annuities	74,493	7,520	66,973
Pension, health and welfare	436,551	44,057	392,494
Reimbursed staff expenses and other reimbursed expenses	82,867	32,963	50,004
Auto leasing	30,544	9,861	20,683
Executive board allowances	109,600	-	109,600
Executive board travel reimbursements	11,625	428	11,197
Executive board lodging	8,199	-	8,199
Rent and parking	15,156	-	15,156
Building maintenance	134,831	-	134,831
Utilities	190,481	19,171	171,310
Equipment repairs and rental	10,997	1,110	9,887
Depreciation - buildings	72,557	-	72,557
Depreciation - building improvements	72,302	-	72,302
Depreciation - office furniture/fixtures	15,840	-	15,840
Depreciation - office equipment	56,647	-	56,647
Office and computer supplies	107,584	10,860	96,724
Printing	102,328	5,003	97,325
Postage, freight and mailing	55,256	5,578	49,678
Telephone	124,362	12,553	111,809
Subscriptions and publications	36,842	-	36,842
Copying	59,734	6,038	53,704
Moving and settlement expense	72,401	-	72,401
Meetings and conferences	254,317	20,478	233,847
Newspaper publications	116,897	31,379	85,518
Advertising	89	69	-
Joint legislative coordinator	323,011	323,011	-
Legal fees	5,039	-	5,039
Arbitration fees	109,074	-	109,074
Other professional fees	161,420	530	160,890
Property insurance	66,748	-	66,748
Real estate taxes	78,021	-	78,021

	Total Expenses	Non-Chargeable Expenses	Chargeable Expenses
Contributions	40,104	40,104	-
Flowers	815	89	746
Admission fees/professional dues	55	50	5
Court filing fees	58	-	58
Fair share political rebates	2,504	-	2,504
Bank charges	344	-	344
<b>Total</b>	<b>\$8,528,152</b>	<b>\$1,160,420</b>	<b>\$7,768,772</b>
<b>Percentage</b>	<b>100%</b>	<b>12.9958%</b>	<b>67.0042%</b>

**INDEPENDENT AUDITORS' REPORT  
OHIO COUNCIL 8**

To the Board of Trustees  
Ohio Council 8, AFSCME, AFL-CIO  
Worthington, Ohio

**Independent Auditors' Report**

We have audited the accompanying schedule of expenses and allocation between chargeable and nonchargeable expenses of Ohio Council 8, AFSCME, AFL-CIO, for the year ended December 31, 2001. This schedule is the responsibility of the Council's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of expenses and allocation between chargeable and nonchargeable expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The expenses reflected in the total column are the Ohio Council 8's expenses for the year

ended December 31, 2001. The allocation of expenses between chargeable and nonchargeable expenses is based on the significant factors and assumptions described in Note 3.

In our opinion, the schedule of expenses referred to above presents fairly, in all material respects, the expenses of Ohio Council 8 for the year ended December 31, 2001 and the allocation between chargeable and nonchargeable expenses, on the basis of the significant factors and assumptions described in Note 3.

HAUSSER & TAYLOR LLP  
Columbus, Ohio  
September 25, 2002

**Ohio Council 8, AFSCME, AFL-CIO  
Notes to Schedule of Expenses  
and Allocation Between  
Chargeable and Nonchargeable Expenses**

**Note 3 — Significant Factors and Assumptions  
Relating to the Allocation of Expenses**

The allocation of chargeable and nonchargeable expenses of Ohio Council 8 was based upon the audited expenses which appear under the heading "Total Expenses" on the accompanying schedule for the Council. These expenses were obtained from the financial statement of Ohio Council 8 that were audited for the year ended December 31, 2001, for which Hausser + Taylor LLP, CPA's expressed an unqualified opinion in their report dated April 2, 2002. Significant factors and assumptions underlying the allocation of such expenses between chargeable and nonchargeable amounts are summarized as follows:

A. The structure of Ohio Council 8 is comprised of the following Departments: Administrative, Legal, Membership Services, Organizing, Public Affairs and Research. In addition, Ohio Council 8 maintains eight Regional Offices consisting of a Regional Director, Field Staff and Clerical Staff. The Legal, Membership Services, Organizing, Public Affairs and Research Departments implement the programs of the union and provide services to lo-

cal unions. Allocation of chargeable and non-chargeable expenses are made on the basis of a review of the activities and expenses of the individual departments, regional offices, and employees. The Legal Department of Ohio Council 8 makes the final determination of the allocation of chargeable and nonchargeable expenses.

B. The chargeable and nonchargeable expenses in regard to organizing activities were calculated using the following criteria: If a matter handled by the Legal Department was initiated or pursued for an organizing purpose, then all of the Legal Department's staff time and all of the field staff time associated with the matter was characterized as nonchargeable. Organizing activities and organizing related expenses of all Departments and Regional Offices of Ohio Council 8 were treated as totally nonchargeable. Organizing activities and organizing-related expenses relative to internal union organizing to build the local union or defend against decertification efforts or raids were treated for purposes of this notice as totally nonchargeable.

C. Affiliation payments to the AFL-CIO and its state federations and central bodies were treated as totally nonchargeable expenses for the purpose of this calculation.

D. All lobbying expenses incurred for purposes other than the negotiation, ratification or implementation of a collective bargaining agreement were treated as totally nonchargeable.

E. The Legal Department consists of the Office of the General Counsel of the Council, the expenses of which were allocated based upon a review of the activities of the attorneys and clericals employed in that department, and expenses incurred by the Council for outside attorneys which were allocated based upon the nature of the services and subject matter for which they were retained. To the extent the staff representatives engaged in activities related to Legal Department activities allocated as nonchargeable, these staff activities were also considered nonchargeable.

F. The Legal Department is a full service le-

gal department which litigates and counsels on issues concerning internal union administration, collective bargaining, contract administration and matters concerning wages, hours and other terms and conditions of employment of bargaining unit employees. These issues are litigated in federal and state court proceedings, state and federal administrative agencies and arbitration proceedings, in addition, the Legal Department files various representation petitions before state and federal agencies and litigates bargaining unit questions in arbitration and court proceedings.

G. The Administrative Department, which includes the Office of the President and First Vice President, coordinates the functioning of the union and provides support functions to the other Ohio Council 8 Departments and Regional Offices.

H. Ohio Council 8 is governed by an Executive Board which meets quarterly to conduct the business of the Council. Allocation of chargeable and nonchargeable expenses of the Executive Board were made on the basis of a review of the activities of the members of the Board.

I. Costs associated with the Council's newspaper publication, including editorial, production, and distribution expenses, are allocated on the basis of a column inch analysis of the chargeable content of the publication.

J. Activities of personnel were individually analyzed for the purpose of determining the allocation of chargeable and nonchargeable hours generally based upon the individuals' actual hours worked during the year. Employee benefits were allocated based upon total nonchargeable salary divided by total salary to obtain a nonchargeable salary percentage.

K. Reimbursed and charged travel expenses of the staff were individually analyzed and allocated as chargeable or nonchargeable depending on the nature of the activity.

L. Ohio Council 8 analyzed, on an individual basis, the detail in expense line items to allocate chargeable versus nonchargeable expenses. Where it was not feasible to analyze expenses for allocation, such as for building,

equipment and general operating costs, Ohio Council 8 applied the nonchargeable salary percentage to obtain the nonchargeable expense.

M. Contributions were individually analyzed and allocated on the basis of their chargeable content.

### LOCAL UNIONS

The expenses of all affiliated Local Unions were treated as totally nonchargeable for the year 2001. This decision may not be followed in subsequent years. Thus, a zero chargeable percentage was used for Local Unions in Ohio in computing the final weighted average percentage of chargeable and nonchargeable percentages for the 2001 calculations.

### CALCULATION OF FINAL PERCENTAGE OF CHARGEABLE AND NONCHARGEABLE EXPENSES

Applying the criteria set forth above to the chargeable and nonchargeable percentages of AFSCME and Ohio Council 8, and the zero percentage for affiliated Local Unions, a percentage of chargeable expenses was determined. A weighted average calculation was used based upon the percentage of each level of fees received by AFSCME and Ohio Council 8 based upon the minimum dues structure. These calculations resulted in a chargeable fair share percentage of 67.386%. Therefore, upon an objection or challenge your fair share fee will be adjusted to 67.386% of the amount of regular dues established by your Local Union. This percentage will be in effect for the period of January 1, 2003 through December 31, 2003, when a new fair share fee will be calculated and placed in effect. As dues change, your fair share fee may change.

### PROCEDURE FOR OBJECTING TO THE USE OF FAIR SHARE FEES FOR POLITICAL OR IDEOLOGICAL CAUSES

A procedure has been established for objecting to the use of fair share fees for nonchargeable expenses. You must comply with these procedures in order to object to the use of nonchargeable monies by AFSCME and Ohio Council 8. Please read these procedures carefully. An objection may be filed without filing a challenge. All challengers will automatically be considered to be objectors.

A. The Objection: The objection may be filed separately or along with a challenge but must be clearly designated as an objection. The objection must be filed in writing. The objection must include the following: 1. Name, address and telephone number. 2. Social security number. 3. Name of employer. 4. Work location. 5. Job Title. 6. Local union representing the unit. Absent unusual circumstances, a written objection must be received at Ohio Council 8's Headquarters office between November 1, 2002 and December 2, 2002. No objections will be accepted before November 1, 2002 or after December 2, 2002.

B. After the objection has been authenticated, the objectors' fair share fee amount will be reduced by the nonchargeable percentage established and set forth above for calendar year 2003.

## PROCEDURE FOR CHALLENGING THE AMOUNT OF THE FAIR SHARE FEE

A procedure has been established for challenging the amount of the fair share fee calculations. Please read these procedures carefully. You must comply with these procedures in order to challenge the fair share fee calculation.

A. The Challenge: Each fair share fee payer must file a separate challenge. The challenge must be filed in writing. The written challenge must include the following: 1. Fair share fee payer's name, address and telephone number. 2. Social security number. 3. Name of employer. 4. Employing agency. 5. Work location. 6. Job Title. 7. Local union representing the unit. Absent unusual circumstances, the written challenge must be received at Ohio Council 8's headquarters office between November 1, 2002, and December 2, 2002. No challenge will be accepted before November 1, 2002, or after December 2, 2002.

B. Arbitration Procedure for Challenges: The Unions have established an arbitration procedure for resolving challenges to the amount of the fair share fee adjustment. The procedure will result in a prompt resolution of the challenge by an impartial arbitrator. Challengers will receive complete information concerning the arbitration procedure upon receipt of a timely and properly written challenge.

All challenges filed within the prescribed time period will be consolidated into a single proceeding. The American Arbitration Association will select an arbitrator. The arbitrator will notify all parties by mail as to the date, time, and location of a prearbitration conference. The purpose of the prearbitration conference is to establish a date, time, place and procedures for conducting the arbitration hearing. These matters will be determined by those parties present. Unresolved matters will be determined by the arbitrator.

After completion of the prearbitration conference, the arbitrator will notify the parties by

mail of the date, time, place and procedures of the arbitration hearing. The notice will state that if challengers fail to appear for the hearing, the arbitrator can close the record after introduction of the Unions' evidence and issue a ruling on the basis of the record and the argument presented by the Unions.

The arbitration hearing will normally begin within sixty (60) days of the close of the challenge period. The arbitrator's award will issue within thirty (30) days of the close of the challenge period.

C. Escrow of Fair Share Fees: Upon receipt of a written challenge, as specified above, Ohio Council 8 will, commencing with the first fair share fee payment received following receipt of a timely challenge, place in an established interest bearing escrow account, an amount equal to one hundred percent (100%) of the challenger's monthly fair share fee payment on a monthly basis. The fair share fees paid will remain in escrow until the arbitration award issues and will thereafter be distributed to the appropriate parties and the challenger pursuant to the arbitrator's award.

D. All challengers will be automatically treated as objectors and their fair share fee payments will be reduced in accordance with the objection procedures set forth below.

E. Post Arbitration Procedures: The adjusted rates (percentages) as set forth in this calculation, or as modified by the arbitrator will apply to all fair share fees paid for the period January 1, 2003 through December 31, 2003. While the percentages will remain the same throughout said period, the fair share fee payment may vary as the dues level of the Local Unions change. The final recalculated fair share fee rate established will apply to challengers as of January 1, 2003, and appropriate adjustments will be made in accordance with the arbitration decision. No fair share fee challenges will be accepted after the challenge period specified above for the period established by the notice.

**ADDRESS FOR  
FILING CHALLENGES  
AND OBJECTIONS**

Challenges to the fair share fee calculations or objections shall be filed with the person designated at the address set forth below, either by mail or personal delivery. While not required, it is recommended that all challenges and objections be sent by certified mail, return receipt requested.

Louisa Arce, Controller  
Ohio Council 8  
American Federation of State, County  
and Municipal Employees, AFL-CIO  
6800 North High Street  
Worthington, Ohio 43085-2512

**PROCEDURE WHEN A  
FAIR SHARE FEE PAYER  
FAILS TO RECEIVE A REDUCTION**

Should any fair share fee payer's payments not be adjusted by the Employer by the percentages set forth in this notice, that fair share fee payer must write Ohio Council 8 explaining the situation and forwarding the same information required of a challenge. Ohio Council 8 will then take immediate action to remedy the situation as warranted by the facts. This procedure shall be effective through December 31, 2003.

All questions concerning this procedure must be in writing and addressed or delivered to Ohio Council 8 at the address set forth above.

APPENDIX C



PUBLIC SECTOR AUTHORIZATION  
MEMBERSHIP AND CHECKOFF CARD  
AUTHORIZATION/MEMBERSHIP  
LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO



I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(ies) (the Union), and authorize the subordinate body(ies) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by the giving the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, or giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the appropriate collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said written notice by the employer and Union or expiration of any current labor agreement, whichever is later. I understand that this checkoff agreement is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or fees to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in certain circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Employer \_\_\_\_\_ Occupation \_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

When Completed, Return to Your Local Union Representative

(Revised 7/53)

