



2013 – 2015 Agreement Between Allen County BCC and AFSCME, Local 1770B

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AGREEMENT BY AND BETWEEN

**THE BOARD OF ALLEN COUNTY
COMMISSIONERS**

AND

**LOCAL #1770B
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, AFL-CIO**

EFFECTIVE JANUARY 1, 2013
THROUGH
DECEMBER 31, 2015

SERB CASE NO. _____

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PREAMBLE/PURPOSE

This Agreement is entered into by the Allen County Commissioners, Allen County, Ohio, hereinafter referred to as the County or the Employer, and Local #1770, AFSCME and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The Purpose of this Agreement is the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County and by providing for employee input into job classifications and qualifications.
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Administration through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- E. To ensure the right of every employee to fair and impartial treatment.
- F. To provide an opportunity for the Union and the Administration to negotiate as to wages, hours, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.
- G. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- H. To achieve the goals and principles of the Department by protecting the health, welfare, safety of all citizens and to ensure the environmental compliance as outlined by law.

ARTICLE 1 UNION RECOGNITION

Section 1.1 Exclusive Representative/Bargaining Unit The Employer recognizes the Union as the exclusive representative of all employees included within the bargaining unit herein described. This unit arose through tradition, custom and practice and is “deemed certified” as provided in Ohio’s Public Employee Collective Bargaining Act. For purposes of this Agreement, the bargaining unit is defined as follows:

Included: All full-time and part-time employees of the Allen County Commissioners in the classifications listed in Appendix A to this Agreement:

Excluded: All confidential employees, all management level employees, all supervisors, all seasonal and casual employees, all fiduciary employees appointed pursuant to Section 124.11 of the Revised Code, students, and all other classifications and positions not specifically mentioned in Section 1.1 of this Agreement are excluded from the bargaining unit.

Section 1.2 **Change in Bargaining Unit** In the event of a change of duties of a position within the bargaining unit, or in the event a new position is created, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position shall be subject to challenge by the Union to the State Employment Relations Board.

ARTICLE 2 UNION SECURITY

Section 2.1 **Membership** The Employer and the Union agree that membership in the Union is available to all employees occupying positions within the bargaining unit.

Section 2.2 **Dues Deduction** The Employer agrees to deduct Union membership dues once each month from the pay of an employee eligible for membership in the bargaining unit upon receipt of a written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the representative of the local union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer.

Section 2.3 **Claims for Errors** It is agreed that neither the employees nor the Union 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 to have occurred. If it is found an error was made, it will be corrected the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.4 **List of Employees, Changes** The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the controller of Ohio Council 8 during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Controller of Ohio Council 8 a warrant in the aggregate amount of the deduction.

This section shall not be interpreted to prevent the Union from adding employees to dues deduction at any time during the term of this Agreement, provided the employee or the Union presents a written authorization to the Employer as provided in Section 2.2.

Section 2.5 **Deductions** Deductions provided for in this Article shall be made during one (1) pay period each month; if an employee's pay for the period in which dues are to be deducted is insufficient to cover the amount of Union dues, the Employer will make the deduction in the subsequent month. In the event a deduction is not made for a Union member during any particular month, the Employer, upon verification by the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months dues. The Employer will not deduct more than two (2) months dues from the pay of any Union member, nor will the Employer deduct more than one (1) months dues for more than one (1) consecutive month.

Section 2.6 **Contract Service Fee** All current employees who are paying dues as of the signing of this Agreement and any employee who becomes a member during the life of this Agreement and who subsequently withdraws their dues authorization shall, as a condition of employment, pay a Contract Service Fee to the Union. Contract Service Fee deductions shall be subject to the regulations as provided for under Section 4117.09 of the Ohio Revised Code.

No employee shall be required to become a member of the Union and the Contract Service Fee shall not exceed dues paid by the members of the Union in the same bargaining unit. The Contract Service Fee amount shall be certified to the County by the Union. The deductions of the Contract Service Fee from the earnings of the employees shall be automatic and does not require a written authorization for payroll deductions. Contract Service Fee deductions shall in all other respects be handled in the same manner as provided for in Article 2 for payroll deductions of the dues.

Section 2.7 **Indemnification** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

ARTICLE 3 UNION REPRESENTATION

Section 3.1 **Union Representatives** International Union or Council 8 representatives will be recognized by the Employer as Union representatives upon the receipt of a letter so identifying them and signed by the Council 8 Regional Director.

Section 3.2 **Names of Stewards** The Union must submit in writing the names of the stewards to the County Administrator and the Sanitary Engineer. Changes in stewards will be treated in the same manner. No steward shall be permitted to function as such until the above named individuals have been presented with written certification of the steward by the local Union Executive Board.

The Union shall provide the individuals named in Section 3.2 with an official roster of its officers and representatives which is to be kept current at all times and to include the following:

- | | |
|--------------------------|-------------------------|
| 1. Name | 4. Division |
| 2. Address | 5. Immediate supervisor |
| 3. Home telephone number | 6. Union office held |

Section 3.3 Stewards The Employer shall recognize stewards, one (1) each, in the following areas:

- a. wastewater collection
- b. wastewater treatment

Union stewards shall confine their activities to the area they were elected to serve and shall operate in accordance with this Article. Employees at Memorial Hall shall be represented by one of the stewards listed above.

Section 3.4 Local Union Representatives The Local Union President and Chapter Chairperson shall operate in accordance with the provisions of this Article except, the local Union President and Chapter Chairperson may conduct Union activities in all areas of the bargaining unit. The local Union President and Chapter Chairperson may only represent employees from their own department in Step 2 of the grievance procedure.

Section 3.5 Union Activities The Employer agrees that the Union representatives may post notices on bulletin boards, distribute Union literature and solicit Union membership in work areas, before the start of and at the completion of the day's work, and during lunch time.

Subject to the rules set forth in this Section and reasonable work rules, the Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Attend negotiating meetings with Management.
2. Transmit communications, authorized by the local Union or its officers, to the Employer or his representative.
3. Consult with the Employer or his representatives concerning the enforcement of any provision of this Agreement.
4. Investigate and process grievances.

Rules governing the aforementioned activities by Union representatives during their scheduled work hours are as follows:

1. Each Union representative must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities.
2. Each Union representative shall identify the reasons for the request and the time needed when Union activity time is requested.

3. No Union representative shall conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
4. Union representatives shall cease their Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted, or upon the reasonable order of that Union representative's immediate supervisor.
5. No Union representative shall be permitted time off the job for unauthorized Union activities.
6. Release from or to other work areas or assignments will be subject to the operational needs of the Department and/or work assignment.
7. Local Union representatives who are suspected of abusing or misusing time allotted under this Article shall appear before the Joint Labor-Management Committee for questioning and investigation. If it is determined that the employee is abusing allotted time, the Union and the Employer may issue a joint letter ordering the employee to stop such abuse. If the employee continues to abuse said allotted time, he shall be subject to disciplinary action by the Employer.

Section 3.6 Bulletin Boards The Employer shall provide bulletin boards or bulletin board space for use by the Union in each department. The Union may post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to authorized Union activities on such boards. Political or controversial material shall not be posted.

Section 3.7 Labor-Management Meetings In the interest of sound labor management relations, unless mutually agreed otherwise, once each quarter, or as scheduled by the parties, on a mutually agreeable day and time, the Employer and its designees shall meet with designated representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

The purpose of the labor management meetings will be to discuss pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Section 3.8 Right of Association The Employer and the Union agree not to interfere with the rights of employees to become or to refrain from becoming members of the Union; and, there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 Management Rights and Responsibilities The Union recognizes the right and authority of the Employer to administer the business of the County of Allen, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of each department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following which are not modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall; to reprimand, suspend, discharge or discipline for just cause; or to promulgate work rules for the Administration of Employer responsibilities;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

Section 4.2 Employer Responsibilities In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

During the term of this Agreement, the Employer may make changes to any and all subjects reserved to the Employer. Should the Employer consult or discuss with the Union concerning a decision to make the changes, such discussions or consultation shall not be a waiver of the Employer's right to make unilateral change unless a decision is reached with the Union regarding such change.

Section 4.3 Residual Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 5 EXCLUSION OF CIVIL SERVICE

Section 5.1 Exclusion of Civil Service Law It is the intent of the parties that this Agreement shall govern all matters relating to bargaining unit employees' terms and conditions of employment which were previously covered by Ohio Revised Code Sections 124.01 through 124.56 and Section 325.19 and the civil service provisions of Ohio Administrative Code Chapters 123 and 124 and other applicable provisions shall not apply to the employees of the bargaining unit. To the extent permitted by O.R.C. 4117, all provisions of O.R.C. Sections 124.01 through 124.56 and Section 325.19 shall not apply to employees of the bargaining unit and any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any civil service provision relating to the same subject or any provision of law which may conflict with the provisions herein.

Section 5.2 Department of Administrative Services The provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

Section 5.3 State Personnel Board of Review It is understood and agreed that the State Personnel Board of Review shall have no jurisdiction over the employees of the bargaining unit.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 Purpose The grievance and arbitration procedure is a formal mechanism intended to assure that employee questions, problems, and grievances arising from those misunderstandings that will inevitably develop in the day to day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Grievances may be filed by an individual employee, multiple individual employees or the Union as a class action grievance.

Section 6.2 Definition The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement.

Section 6.3 Appeal of Discipline Where the alleged grievance involves a suspension, reduction, or discharge from employment, the employee shall have ten (10) calendar days from the time he receives notification of the Employer's decision to impose such suspension, reduction, or discharge in which to file a grievance procedure for Sanitary Engineer/Memorial Hall employees.

Grievances over oral or written reprimands may be processed through the grievance procedure, beginning at Step 1, but are not subject to Arbitration. All other discipline shall be submitted at Step 2 of the grievance procedure.

Section 6.4 Procedures All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance must be presented within fourteen (14) calendar days after occurrence of the events giving rise to the grievance. If a grievance is not presented within fourteen (14) calendar days after occurrence of the event, it will be considered not to have existed.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not answered by the Employer or its representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 6.5 Grievance Steps The following steps shall be followed in the processing of a grievance:

Step 1 Supervisor In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to his immediate supervisor in writing within fourteen (14) calendar days of the occurrence of the situation giving rise to the alleged grievance. It shall be the responsibility of the immediate supervisor to investigate and provide a solution or explanation (in writing) within fourteen (14) calendar days following the day on which the supervisor was presented the grievance.

Step 2 Sanitary Engineer The employee, with a union steward if the employee chooses, may take up a grievance or dispute with the Sanitary Engineer or with the County Administrator for Memorial Hall employees or their designee. The grievance must be presented within seven (7) calendar days following receipt of the Step 1 reply. The Sanitary Engineer or County Administrator, for Memorial Hall employees, or their designee, shall provide a written response within fourteen (14) calendar days of the grievance hearing.

Section 6.6 Arbitration If the grievance is not resolved at Step 2 it may be submitted to Arbitration upon written request of the Union in accordance with this Article.

Section 6.7 General Arbitration Procedure The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of final answer on such grievance in the grievance procedure, the

Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

After receipt of a request to arbitrate, a representative of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15. The parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first. This process shall not take more than thirty (30) calendar days to complete. Prior to striking names, each party may once reject a list in its entirety and request a new list.

Section 6.8 Authority/Limits of Arbitrator The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The arbitrator may consider whether prior oral or written reprimands were proper when ruling upon more severe disciplinary actions.

Section 6.9 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first questions to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability the alleged grievance will be heard on its merits before the same arbitrator.

Section 6.10 Pre-arbitration Meeting If either party requests in writing, a pre-arbitration meeting shall be conducted. Such meeting shall be to discuss the merits of the grievance, to exchange lists of anticipated witnesses (with a description of testimony expected), and to exchange copies of any documents which may be used in the arbitration hearing. Requests for such meeting shall be in writing and served on the other party within thirty (30) calendar days after the appeal to arbitration. A meeting shall be scheduled for a date no later than twenty-one (21) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than fourteen (14) calendar days after the pre-arbitration meeting.

Section 6.11 Decision of Arbitrator The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within sixty (60) calendar days after the conclusion of testimony and argument.

Section 6.12 Costs of Arbitration/Witnesses The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the costs and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witnesses, if any, shall be borne, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcripts.

Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours.

ARTICLE 7 DISCIPLINE

Section 7.1 Cause/Forms for Discipline The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. If necessary, verbal/written reprimands and progressive discipline will consist of the following: verbal warnings, written reprimands, and suspensions prior to any termination. In the event of verbal warnings and written reprimands, the employee, at their request, may have a union representative present as a witness at the time of issuance of said disciplinary action. It is also acknowledged that a record of multiple verbal warnings and written reprimands may be cause to not follow disciplinary action in a progressive manner. It is also understood there are specific acts (such as, but not all inclusive, insubordination and felonious acts) that give cause for immediate termination.

Section 7.2 Disciplinary Conference A disciplinary conference will be scheduled whenever the Employer or his designee determines that an employee may be disciplined for just cause resulting in suspension, reduction or termination to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 7.3 Procedures for Disciplinary Conference Not less than one (1) calendar day prior to the scheduled starting time of the disciplinary conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place for the hearing. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the employee (where the Union staff representative is the chosen representative, the steward may also be present); or (3) elect in writing to waive the opportunity to have a disciplinary conference. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to the disciplinary conference.

Section 7.4 Extension of Disciplinary Conference The Employer may grant a twenty-four (24) hour continuance of the disciplinary conference if the employee gives written notice listing the reasons for the requested delay.

Section 7.5 **Reasonable Time for Discipline** Disciplinary action must be taken against an employee within a reasonable period of time from the date the employee was provided with the written charges and particulars. If criminal charges have been filed against an employee, the time limit will not be in effect until all criminal proceedings are complete. This Section does not prevent the Employer from taking disciplinary action or indefinitely suspending an employee during the pending of criminal proceedings.

Section 7.6 **Appeal** Disciplinary action may be appealed through the grievance procedure pursuant to the terms of Section 6.3 of this Agreement.

ARTICLE 8 PERSONNEL FILES

Section 8.1 **Inspection of File** Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. An employee shall be entitled to have his assigned steward accompany him during such review. An employee shall be entitled to a copy of any documents in his file which are not considered privileged by State or Federal statutes or regulations.

Section 8.2 **Responses of Employees** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. Employees may submit, through their supervisors, records of awards or commendations for consideration by the Employer for inclusion in the employee personnel files.

Section 8.3 **Copies** Employees shall be provided with copies of any material which is to be placed in their personnel files, except for material which is privileged pursuant to State or Federal statutes or regulations.

Section 8.4 **Retention of Discipline Records** Records of verbal warnings shall not be maintained in the official personnel file unless attached to a more severe disciplinary action. Records of verbal warnings are maintained by supervisors, and such records shall cease to have force and effect twelve (12) months from the date of issuance, provided no intervening discipline has occurred except to establish that an employee has been put on notice of a standard of conduct expected.

Records of written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Records of suspensions of less than five (5) working days shall cease to have force and effect twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred. Records of major discipline, which consist of records of suspensions of five (5) working days or more, and records of reduction shall be maintained for the duration of employment if attached to any related disciplinary action.

Records of major discipline shall cease to have force and effect for the purpose of determining progressive disciplinary penalties thirty-six (36) months from the date of issuance, provided no intervening discipline has occurred.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1 Probationary Periods Every newly hired employee will be required to complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to appeal the termination.

A promoted or transferred employee shall serve a 90 calendar day probationary period for the promotional or transferred position. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former classification.

Section 9.2 Leaves During Probationary Period Any employee who, while in the probationary period, has lost work time due to an on-the-job injury or approved leaves of absence, shall have his probationary period extended by the length of the absence, but in no case for more than six (6) months.

Section 9.3 Extension of Probationary Period In lieu of termination or reduction under Section 9.1, whichever is applicable, the Employer reserves the right to extend the probationary period of any probationary employee. The appropriate Union steward shall be notified of any such extension.

ARTICLE 10 SENIORITY

Section 10.1 Application “Seniority” shall accrue to all bargaining unit employees in accordance with the provisions of this Agreement. Seniority, defined in Section 11.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 10.2 Definition “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer.

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved leave of absence;
 2. absence while on approved sick leave or disability leave;
 3. military leave;
 4. a layoff of twelve (12) months duration or less.

- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge of just cause;
 2. retirement;
 3. layoff for more than twelve (12) months;
 4. failure to return to work within twenty-one (21) calendar days of a recall from layoff absent extenuating circumstances such as illness, or disability;
 5. failure to return to work at the expiration of leave of absence; and
 6. a resignation.

Section 10.3 Seniority Lists The Employer shall post a seniority list, annually, showing the continuous service of each employee. One (1) copy of the list shall be furnished to each employee and to the Union President. Where two (2) or more employees have identical hire dates, they shall be listed alphabetically on the seniority list.

The Union or any employee shall have ten (10) calendar days from the date the seniority list is posted to protest his position on that list or his date for seniority.

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 Notice, Reasons for Layoff When a layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives. Layoff may occur when there is a lack of funds, lack of work, job abolishment, or reorganization. Affected employees shall receive notice ten (10) calendar days prior to the effective day of layoff.

Section 11.2 Abolishment Job abolishment(s) shall be treated as layoff(s), subject to the layoff of the proper employee(s) in the work section.

Section 11.3 Classifications for Layoff The Employer shall determine in which classifications layoffs will occur. Where layoffs of bargaining unit employees in a particular classification are necessary, such employees shall be laid off in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 11.4 Bumping Employees who are laid off may bump employees with less seniority within their classification, or next within their classification series or among a group of classifications mutually agreed to between the Employer as long as the employee is bumping a less senior person in an equivalent or lower classification as determined by pay grade.

Section 11.5 Recall List When employees are laid off, the Employer shall create a recall list for each classification. When the Employer recalls employees from layoff within a classification, the Employer shall recall such employees according to seniority, beginning with

the most senior employee in the classification and progressing to the least senior employee in the classification up to the number of employees to be recalled. Recall lists shall remain in effect for one year after the effective date of the layoff. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 11.6 Subcontracting The County will not subcontract work for the express purpose of laying off County employees.

ARTICLE 12 JOB BIDDING, PROMOTIONS AND TRANSFER

Section 12.1 Posting Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice on the bulletin boards for three (3) calendar days. The posting shall include the classification title, working title, work area, rate of pay, education, and experience required, the essential knowledge, skills and abilities required, a summary of the duties, and the closing date of the posting. Any employee desiring the position must submit a written application to the Employer prior to the close of the posting period. It is understood and agreed that it is the responsibility of the employee/applicant to notify the Employer of all qualifications, training, education, etc. that the employee applicant believes is applicable for consideration of the employee for the position. The Employer agrees to add on postings a notice to employees of their responsibility to notify the Employer of their qualifications, training, education, etc. that the employees desire considered in the selection process.

Section 12.2 Selection The position shall be awarded to the most senior qualified employee. In the event two or more employees are equally qualified, the most senior employee (in grade where applicable) will receive the position.

Section 12.3 Copies to Chairperson Copies of all postings shall be provided to the Chapter Chairperson.

Section 12.4 Minimum Service Before Employees awarded a position under this Article shall remain in the new position for a period of ninety (90) calendar days before they are eligible to bid on any other positions within the same classification. The Employer has the sole right to waive this provision if necessary.

ARTICLE 13 WORK RULES

Section 13.1 Equal Application of Rules The Employer and the Union agree that work rules shall be applied equally where work rules are appropriate.

Section 13.2 Posting of New Rules Any additional work rules deemed necessary by the Employer to the efficient operation of the Employer shall be posted prominently on all bulletin boards for a period of fourteen (14) days before they become effective.

Section 13.3 Discussion with Union Upon request from the Union, within 30 calendar days of notice or posting, the Employer agrees to discuss changes in existing work rules or establishment of new work rules with the Union.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1 Workday and Work Week The standard workday and workweek for all bargaining unit employees, except those part-time and/or seasonal employees, shall continue to be in accordance with the amounts in effect at the time this Agreement is signed and shall not exceed that which is permitted under the Fair Labor Standards Act. The workweek shall consist of five (5) consecutive workdays.

Section 14.2 Overtime When an employee is required by an authorized administrative authority to work more than forty (40) hours in any calendar week, he shall be compensated at one and one-half times his regular rate of pay. Other than vacation and break time, time not actually worked shall be excluded in computing hours worked for overtime purposes.

Section 14.3 Changes in Work Schedule The Employer shall notify and meet with the Union at least seven (7) calendar days in advance of proposed changes in the standard workday and/or workweek schedule, except in cases of emergency. If, after meeting with the Union, the Employer decides to make any changes in the workday and/or workweek schedule, jobs affected by the new schedule shall be posted for bid under provisions of the bidding procedure. It is agreed that present workday and/or workweek schedules shall not be changed unless workload requirements or changing conditions so mandate, or if the modifications result in more efficient use of manpower or is necessary for the operations of County facilities.

Section 14.4 Compensatory Time If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1-1/2) basis and shall be granted by the Employer at the appropriate hourly rate at a time mutually convenient to the employee and the Employer within ninety (90) calendar days after the overtime worked. The maximum accumulation of compensatory time shall not exceed two hundred and forty (240) hours. If employees fail to use their accumulated compensatory time within the ninety (90) calendar day period, the Employer will have the option to schedule the employee off or pay the employee for the time.

Section 14.5 Prior Authorization No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

Section 14.6 Full-Time Employee A full-time employee shall be any employee who works a regularly scheduled workweek equal to the standard workweek of the department/division to which he is assigned.

Section 14.7 Definitions The following definitions shall apply under this Agreement:

Full-Time Employees A full-time employee shall be any employee who works a regularly scheduled workweek equal to the standard workweek of the department/ division to which he is assigned.

Part-Time Employees Employees who work a portion of one (1) calendar day and less than the accepted full-time standard for the facility or division in which they are employed.

Intermittent Employees Employees who work less than the normal number of working days per week, have an irregular schedule which is determined by the fluctuating demands of the work and is not predictable, and whose total hours generally are less than one thousand (1000) hours per year.

Cooperative Education Students Employees/Students who work coordinating a work and school program for a training period of specific duration.

Section 14.8 Distribution of Overtime Overtime shall be posted, on a monthly basis, at each work unit location. The posting will be done on a calendar year basis. Overtime shall be equally distributed to employees in each department/division insofar as practical. In scheduling overtime the Employer will, where practical, give first consideration to employees who normally perform the work involved.

ARTICLE 15 REPORT-IN AND CALL-IN PAY

Section 15.1 Minimum Payment If an employee is called in by the Employer to report for work outside of his normal tour of duty, he shall receive a minimum of four and one-half (4 ½) hours pay at his regular straight time hourly rate of pay. Such call-in pay shall be paid in the following manner: Time actually worked shall be paid at the appropriate overtime rate and the balance of four and one-half (4 ½) hours shall be paid at the employee's regular straight time hourly rate.

Section 15.2 Time Abutting Shift If an employee is required by the Employer to work beyond his regular shift, or is called in to work earlier than the normal starting time of his regular work shift, and such time abuts that shift, the employee shall be paid for the time actually worked, at the applicable rate of pay.

**ARTICLE 16
TEMPORARY WORKING LEVEL PAY**

Section 16.1 Out of Class Pay If an employee is assigned the duties of a higher paid classification for two (2) hours or more, he shall receive the pay of the higher classification for all hours worked in the higher classification.

**ARTICLE 17
WAGES**

Section 17.1 The wage rates shall be effective in the first full pay period in each calendar year set forth in Appendix A.

**ARTICLE 18
INSURANCE**

Section 18.1 Coverage for Employees During the term of this Agreement, the Employer shall continue to make available medical insurance coverage. When necessary, the parties agree to discuss cost containment provisions during the term of this Agreement.

Section 18.2 Employee Contribution Employees electing coverage shall pay twenty percent (20%) of the established premium for the category selected and the Employer shall pay the balance. For purposes of administering this Section, the in-category premium is the COBRA rate established by the third party administrator or actuary. Employees are responsible for paying their portion of the co-payment on premiums through payroll deduction. Employees electing not to accept coverage must sign a waiver.

The employees' contribution shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service code, effective upon approval by the IRS.

Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer of their share of the health insurance premium.

Employees on an approved unpaid leave of absence may continue their insurance coverage for up to 3 months by making direct payments to the Employer for the entire insurance premiums. Such payments must be made by the 15th of the month prior to the month for which coverage is desired.

When two (2) employees of the County are related or are spouses, and one (1) or both are members of the bargaining unit, the Employer shall pay two (2) times the single rate or the full family premium, whichever is less, on behalf of one (1) of the employees if they elect to accept coverage.

Section 18.3 Life Insurance The Employer agrees to provide, at its expense, term life insurance in the amount of \$30,000 for each employee.

Section 18.4 AFSCME Care Plan The Employer shall contribute fifty dollars and twenty-five cents (\$50.25) per month, per employee, to the AFSCME Health and Welfare Fund. Benefits in the plan presently include the Vision 3 and Dental 2a Plan coverages.

The elimination of any such benefits by the Health and Welfare Fund shall not be grounds for a grievance by the employee/employees.

Section 18.5 Insurance Committee The Union may appoint one member of the bargaining unit to the insurance committee for the insurance plan that provides coverage for the members of the County bargaining unit.

Section 18.6 Modifications to Insurance Coverage The Union agrees that the Employer may change the content of the insurance plan and/or the insurance carrier, which measures may be used to maintain or lessen premium costs, after discussions with the Union. The Union further agrees to meet and discuss alternatives to contain costs, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The County may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after discussions with the Union. Reasonable adjustment of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

Additionally, it is agreed and understood that during the term of this Agreement, specific private carriers/providers under the plan may unilaterally institute payments or conditions under which modifications will be required for subscription to that carrier/provider. Any reenrollment or reinstatement of an employee to the insurance plan shall be subject to the reenrollment provisions of the insurance contract.

Section 18.7 Costs for Successor Agreements The Union understands and agrees that any increases in the premium rates for medical and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations.

ARTICLE 19 HOLIDAYS

Section 19.1 Holidays All employees of the bargaining unit shall be entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 19.2 Holiday Observations Sanitary Engineer employees shall observe Saturday holidays on the preceding Friday, and Sunday holidays on the following Monday. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular rate for a holiday observed on his day off regardless of the day of the week on which it is observed. All full-time employees who work on a recognized holiday will receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday. Any employee who has an unexcused absence on a work day immediately preceding or following a holiday shall not receive holiday pay.

Section 19.3 Part-Time Employees Part-time employees who work regularly scheduled shifts of less than eight (8) hours per day, but who work five (5) days per week, shall receive compensation for holidays at the appropriate rate.

Section 19.4 Distribution of Holidays The opportunity to work holidays shall be equally distributed to employees in each department and/or division insofar as practical.

Section 19.5 Exclusions The day after Thanksgiving and one-half (1/2) day during the month of December are paid non-premium holidays.

ARTICLE 20 VACATION LEAVE

Section 20.1 Service/Accrual Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Full-time bargaining unit employees initially employed prior to July 5, 1987 shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the State of Ohio as follows; and, full-time bargaining unit employees initially employed on or after July 5, 1987 shall earn vacation leave according to their number of years of service with the Employer and any prior County service in the State of Ohio, as follows:

- | | | |
|----|--|---------------------------------------|
| 1. | Less than one (1) year of service completed. | No vacation. |
| 2. | One (1) year of service but less than Eight (8) years service completed. | 80 Hours - 3.1 hours per pay period. |
| 3. | Eight (8) years of service but less than Fifteen (15) years service completed. | 120 Hours - 4.6 hours per pay period. |
| 4. | Fifteen (15) years of service but less than Twenty-five (25) years of service completed. | 160 Hours - 6.2 hours per pay period. |
| 5. | Twenty-five (25) years or more service completed. | 200 Hours - 7.7 hours per pay period. |

Section 20.2 Interruption of Service Each employee of the Employer, who had been previously employed by the County, with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Section 20.3 Vacation Credit Vacation is credited for active pay status each bi-weekly pay period at the rate set forth above, to a maximum of the rates listed.

Section 20.4 New Employees No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Section 20.5 Scheduling Vacations are scheduled in accordance with the work load requirements of the individual departments of the County. For this reason, requests for five (5) consecutive days or more of vacation leave must be made at least thirty (30) calendar days in advance of the proposed starting date. For vacations of one (1) working day or less, requests must be made at least two (2) working days prior to the request. Vacation leave requests of more than one (1) working day, but less than five (5) consecutive working days, must be made at least seven (7) calendar days in advance. Employees may request that their immediate management supervisor waive the advance notice requirements for vacation leave, which waiver may be granted at the supervisor's discretion and the decision of the supervisor is not grievable.

Section 20.6 Maximum Accumulation Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of that accrued for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 20.7 Conversion at Separation Upon separation from employment, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid to his beneficiary or to his estate.

Section 20.8 Earned Vacation Only full-time employees will earn or be granted vacation leave. Vacation leave is earned while on vacation, paid sick leave or compensatory time but not earned while performing overtime.

ARTICLE 21 SICK LEAVE AND PERSONAL DAYS

Section 21.1 Rate of Sick Leave Earned Bargaining unit employees shall accrue sick leave credit for each eighty (80) hours of service, or while in active pay status (i.e., during paid vacation and sick leave), at the rate of 4.6 hours to a maximum of 4.6 hour per biweekly pay period.

Section 21.2 Reasons for Use of Sick Leave Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related conditions of the employee.

- B. Exposure of an employee to a contagious disease which could be communicated to, and jeopardize the health of, other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) working days. One of the days must be the date of the funeral.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

Section 21.3 Reporting Off Work When a bargaining unit employee is unable to report to work due to illness or injury, the employee shall contact his immediate supervisor or other designated person within one-half (1/2) hour before his scheduled starting time. If the absence is longer than one (1) working day, the employee shall call in, as outlined above, on each day of absence unless other arrangements are made with the employee's supervisor.

Section 21.4 Application for Sick Leave Use Upon return to work, an employee shall complete the Request for Time Off Work form for each use of sick leave. The Employer may require an employee to furnish a medical statement prior to the final authorization of sick leave. In the event it is determined by management an abuse and/or mismanagement of sick leave has occurred, management will issue a verbal and written notice to the employee that subsequent absences will require a medical/school statement from the employee.

Section 21.5 Compliance With Sick Leave Rules Sick leave usage, when approved, shall be charged off for actual time used. In order to receive pay for sick leave usage, an employee must comply with all rules and regulations governing application and use.

Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. Excessive and/or abusive use of sick leave benefits may result in the denial of sick leave benefits and/or disciplinary action. The Employer reserves all inherent management rights necessary to control excessive absenteeism.

Section 21.6 Conversion at Retirement An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with the political subdivisions of the State of Ohio, who retires shall receive twenty-five percent (25%) of the value of his accrued but unused sick leave, up to a maximum payment of two hundred forty (240) hours. Payment shall be based upon the employee's hourly rate of pay at the time of retirement.

Section 21.7 Personal Leave Employees shall be credited with one (1) personal day after 1 year of service with the Employer. An additional second day will be granted after eight (8) years of service, a third day will be granted after fifteen (15) years of service, and finally an additional fourth day will be granted after twenty-five (25) years of service. The personal day(s) will be granted on January 1st of the anniversary year. Personal leave must be used

within the calendar year it is granted. Employees may carry over the personal days for use into the first quarter of the next calendar year in the event the personal days cannot be used in the calendar year granted. Personal day(s) will not be paid for if they are not used and will not accrue from year to year.

Section 21.8 Requests for Personal Leave Requests for personal days off shall be honored on the basis of the employee's seniority with the Employer, subject to the following conditions:

- A. Personal days shall be approved and scheduled in accordance with the workload requirements of the Employer.
- B. Personal days may be granted in one (1) hour increments where the operational needs of the Employer permit.
- C. Requests for usage of personal days shall be made in writing by the employee to his supervisor at least two (2) calendar days prior to the date the requested usage is to occur. The supervisor may, at his discretion, waive the two (2) calendar days prior notice requirement. Requests for personal days off due to insufficient sick leave shall be made in writing upon the employee's return to work.
- D. Personal days must be used within the calendar year it is granted.
- E. Employees who resign or retire will receive pay for any unused personal days.

Section 21.9 Application for Sick Leave Use For the purpose of this Article, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister-in-law/brother-in-law, or any legal guardian or other person who stands in place of a parent (loco parentis).

Section 21.10 Sick Leave Incentive Employees utilizing less than forty (40) hours of sick leave usage in a calendar year shall be granted one additional personal day for the following calendar year. Rewarded personal day may not be carried over to the next calendar year. Any unused rewarded personal leave shall be paid to the employee in the first payroll period of the following calendar year.

ARTICLE 22 LEAVES OF ABSENCE

Section 22.1 Leave Of Absence The Employer may grant an unpaid leave of absence to any employee for a maximum duration of six (6) months for any personal reason of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The granting of any leave of absence is subject to approval of the managing authority. Except for emergencies, employees must make their requests in writing two (2) months prior to the commencement of the desired leave so that the various functions may proceed properly.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any

replacement in the position while an employee is on leave shall be temporary and will be terminated upon the reinstatement of the employee from leave.

An employee may return to work before the scheduled expiration of a leave if requested by the employee and agreed to by his managing authority. If an employee fails to return to work after the completion of a leave of absence, without reasonable explanation to the managing authority or his representatives, and after the said employee receives proper notice, said employee may be terminated from his employment.

The Employer agrees that the Union may file grievances as provided for in Article 6 of this Agreement with respect to the reasonable application of the Sections of this Article.

Section 22.2 Court Leave Leave with pay will be granted to any employee subpoenaed for any court or jury duty by the United States, the State of Ohio or a political subdivision. A request for court leave or jury duty pay shall be submitted to the Employer upon return to work or as soon as possible. The Employer will provide the employee a receipt for same.

Employees will honor any subpoena issued to them, including those for Workers' Compensation, Unemployment Compensation, or State Personnel Board of Review and shall not lose pay for time spent at such hearings.

After an employee has completed his court or jury responsibilities, he must immediately phone his supervisor. The supervisor will then determine whether a reasonable amount of time remains to require the employee to finish his work shift.

Court leave pay will be paid to any employee subpoenaed as a witness in a criminal or civil case. An employee will not be paid if the case being heard is in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.

A grievant shall not lose pay for time spent in hearing before the State Personnel Board of Review or Workers' Compensation Hearings, nor shall he or she be paid overtime for time so spent. Any monies paid by the Court to the employee or to which he or she is entitled as court or jury pay will be considered part of the employee's pay for that day and the Employer will pay only that amount, if any, necessary to bring the employee's pay for that day to the amount he or she would have earned had he or she worked.

Section 22.3 Military Leave All bargaining unit employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training or active duty, for periods not to exceed a total of one (1) month in any one calendar year. The maximum number of hours for which payment may be made in any one calendar year under this provision is 176 hours.

The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Compensation for the above purposes, not to exceed 176 hours, shall be submitted to the Employer upon return from such duty, or as soon as possible. The Employer's responsibility for pay is limited to the difference between the employee's regular rate of pay and his base military pay.

Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. This leave will cover the official period of the emergency.

Section 22.4 Disability Leave A physically or mentally incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Is declared incapacitated for the performance of the duties of the position by a licensed physician, chiropractor or psychiatrist.

The maximum period for disability leave is two (2) years beginning with the date of incapacitation. The two (2) year period shall include all time under any paid leaves the employee utilizes.

Upon reinstatement from disability leave, an employee will be returned to the same or a similar position. Any appointment to a position vacated by disability leave will be on a temporary basis from within the department/division in which the temporary opening occurs and the person accepting such a position must be made aware of its temporary nature. Upon the return of an employee from disability leave, the employee temporarily filling the position shall be returned to his former position. Should the employee returning from leave be reinstated to another position or should the employee not return from disability leave, his former position will then be placed up for bid as a permanent position.

If the employee temporarily filing the position is not the successful bidder or decides not to bid on the permanent position, he shall be returned to his former position.

A disabled employee may first be granted a personal leave of absence. However, should disability continue beyond the expiration date of that leave of absence, the employee may request and be granted a disability leave, provided that the conditions in the first paragraph of Article 22.4 are met.

An employee who has been given a disability leave shall have the right to be reinstated to the same or similar position as he held at the time of his leave within one (1) month after written application for reinstatement and after passing an examination made by a licensed physician, to be designated by the Employer showing that he has recovered from such disability. The cost of such examination shall be paid by the employee.

An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from County service shall be properly reported to the Appointing Authority.

An employee who does not return from disability leave, and who does not formally resign nor take a disability retirement, will be separated at the end of the two (2) year disability leave period which shall be designated as "Failure to Return from Disability Leave."

An employee disabled as a result of an occupational injury or illness, as certified by the Ohio Industrial Commission, may remain on disability leave for a period of up to thirty-six (36) months, provided the employee remains eligible for income benefits from the Ohio Bureau of Workers' Compensation. The parties agree to abide by the decision of the Industrial Commission in the determination of work relatedness of an injury or illness. An employee may buy back any sick leave or vacation while awaiting OBWC income benefits, on a pro-rata basis, by remitting the Workers' Compensation payments to the Employer.

Section 22.5 Union Leave The County agrees to permit one employee selected by Council 8, AFSCME, AFL-CIO a leave of absence for a duration of six (6) months upon written notice. Said leave shall not be renewable. Leaves up to 3-months will require a one (1) month prior written notice to their immediate supervisor. Leaves in excess of 3-months up to 6-months will require two (2) months prior written notice to his supervisor. Said selected employee shall be treated as being on leave without pay.

Duly elected Union delegates or alternates to the annual conventions of the Union or Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed seven (7) calendar days for each such convention, nor shall the total days of all such employees using this subsection exceed thirty-five (35) working days of leave per year. The Union agrees to give ten (10) calendar days advance notice in writing.

Duly elected Union officials shall each be granted up to five (5) working days of unpaid leave for the purpose of attending Union sponsored training sessions. The Union official attending the training session agrees to give his/her supervisor seven (7) calendar days advance notice in writing.

Leaves of absence for Union officials or delegates shall not be accumulative from year to year.

The Union agrees to cooperate with the Employer to minimize the impact on the work force.

Section 22.6 Employees on Unpaid Leaves An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility or other purposes where tenure is a factor.

Section 22.7 Abuse of Leaves If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee, or the Employer may take appropriate disciplinary action, up to and including discharge.

ARTICLE 23 UNIFORM REIMBURSEMENTS

Section 23.1 Uniforms The Employer shall furnish uniforms and provide cleaning for the uniforms provided to all employees in the bargaining unit that are employed with the Sanitary Engineer. Employees shall wear the uniforms provided.

Section 23.2 Work Boot Reimbursement Employees may receive one hundred percent (100%) reimbursement for approved ASTM rated work boots (used for work performed for the Employer) up to \$325.00 during a two (2) year period. The reimbursement is to allow for rotating in a second style of boot for adapting to changing weather conditions. All reimbursements will require the prior authorization of their immediate supervisor.

ARTICLE 24 HEALTH & SAFETY

Section 24.1 Pledge by Parties It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 24.2 Reporting of Unsafe Conditions All unsafe working conditions or health hazards must be reported to the supervisor in charge as soon as such conditions or hazards are known. The supervisor shall investigate the condition and determine as promptly as warranted whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and, if indicated, initiate appropriate corrective action.

Section 24.3 Safety Committee A Safety Committee shall be established for the bargaining unit. The Safety Committee shall be comprised for four (4) members, two (2) selected by the Union and two (2) selected by the Employer.

The Committee shall meet when necessary to review issues regarding health and safety or to investigate employee complaints regarding uncorrected conditions reported pursuant to Section

25.2 of this Article. The Committee shall, within fifteen (15) calendar days of meeting, file a written report with recommended corrective action, if any, with the Employer. The Employer shall respond in writing to the Committee within seven (7) calendar days of receipt of the report detailing any corrective action to be taken. The Committee shall inform any complaining employee of its recommendations and the Employer's response.

ARTICLE 25 SEVERABILITY AND SAVINGS

Section 25.1 Severability This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 25.2 Replacement Language The parties agree that, should any provision of this Agreement be found to be invalid, they will schedule a meeting within one (1) month at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 26 NO STRIKE/NO LOCKOUT

Section 26.1 No Strike The parties agree that during the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

Section 26.2 No Lockout During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 26.1 of this Article.

ARTICLE 27 GENERAL PROVISIONS

Section 27.1 Notice of Appointments The Employer agrees to provide the Union a copy of all letters of appointment or promotion to any classification within the bargaining unit. Copies shall be provided to the secretary of the Union.

ARTICLE 28
DURATION

Section 28.1 Duration This Agreement shall be effective on January 1, 2013 and shall remain in full force and effect until December 31, 2015. It is specifically agreed that the wage provision under Article 17 is effective with the first full pay of January, 2013.

Section 28.2 Notice to Negotiate If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, and not later than sixty (60) calendar days, prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within fourteen (14) calendar days upon receiving notice of intent.

Section 28.3 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 29
P.E.O.P.L.E.

Section 29.1 Deductions The Employer, at the discretion of the County Auditor, will deduct voluntary contributions to the American Federal of State, County and Municipal Employee International Union's (AFSCME) Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of an employee upon receipt from the Union of the individual written authorization card voluntarily executed by the employee.

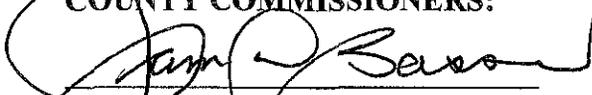
An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All P.E.O.P.L.E. contributions shall be made as a deduction separate from the dues and contract service fee deductions. All such contribution(s) shall be paid to the following with a monthly listing:

Treasurer – P.E.O.P.L.E. Committee
AFSCME, AFL-CIO
P.O. Box 65334
Washington, D.C. 20003

EXECUTION

IN WITNESS WHEREOF, the parties hereunto have signed by their authorized representatives this _____ day of _____, 2012.

FOR THE BOARD OF ALLEN COUNTY COMMISSIONERS:



Sam Bassitt, Commissioner



W. Dan Reiff, Commissioner



Greg Sneary, Commissioner



Steve Kayatin, Sanitary Engineer



Brad Niemeyer, Assistant Sanitary Engineer



Tammy Ammon, Administrative Assistant



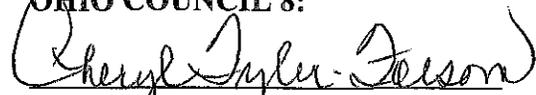
Bill Horvath, Wastewater Maintenance Superintendent

APPROVED AS TO FORM:

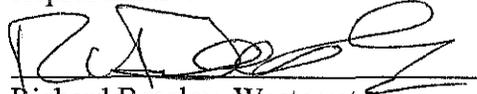


Juergen Waldick, Prosecuting Attorney

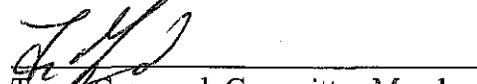
FOR LOCAL 1770, AFSCME, OHIO COUNCIL 8:



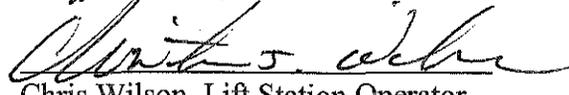
Cheryl-Tyler Folsom, Staff Representative



Richard Beasley, Wastewater Treatment Plant Operator



Tracy Garwood, Committee Member



Chris Wilson, Lift Station Operator

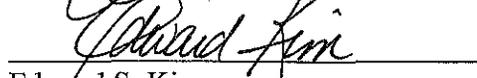


Wes Hites, Chief Wastewater Treatment Plant Operator



Lance Downey, Lift Station Operator

APPROVED AS TO CONTENT:



Edward S. Kim,
Labor Counsel to Allen County BCC

APPENDIX A

**Allen County Sanitary Engineering Department and Memorial Hall
2013, 2014, and 2015 List of Classifications and Hourly Wage Rate Scale**

Classification	<u>2012 Rate</u> <u>(W/license adj.)</u>	<u>2013 Rate</u> <u>2.5%</u>	<u>2014 Rate</u> <u>2.5%</u>	<u>2015 Rate</u> <u>2.5%</u>
Chief WWTP Operator	\$25.91	\$26.56	\$27.22	\$27.90
Lab Technician I				
Lab Technician II				
Lab Technician III				
Sludge Operator	\$24.22	\$24.83	\$25.45	\$26.09
Wastewater Treatment Plant Operator III	\$24.04	\$24.64	\$25.26	\$25.89
Wastewater Treatment Plant Operator II	\$23.10	\$23.68	\$24.27	\$24.88
Wastewater Treatment Plant Operator I	\$22.20	\$22.76	\$23.33	\$23.91
Maintenance Worker II				
Maintenance Worker I				
Chief WWC Operator				
Automotive and Diesel Technician	\$23.20	\$23.78	\$24.37	\$24.98
Lift Station Operator II	\$22.82	\$23.39	\$23.97	\$24.57
Lift Station Operator I	\$21.80	\$22.35	\$22.91	\$23.48
Wastewater Collection Operator II	\$22.20	\$22.76	\$23.33	\$23.91
Wastewater Collection Operator I	\$20.48	\$20.99	\$21.52	\$22.05
Maintenance Worker II				
Maintenance Worker I				
Maintenance Worker	<u>NA</u>	\$16.00	\$16.40	\$16.81
Memorial Hall Employee				
Memorial Hall Maint.				