



Huron Co. Commissioners & Landfill/Recycling Facility/Transfer Station CBA

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Agreement Between

THE HURON COUNTY COMMISSIONERS

and

LANDFILL/RECYCLING FACILITY/TRANSFER STATION
OHIO COUNCIL 8, AFSCME, AFL-CIO, LOCAL 3764

Effective December 1, 2012 through November 30, 2015

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PREAMBLE/PURPOSE

This Agreement entered into by the Huron County Commissioners for the Huron County Landfill/Recycling Facility/Transfer Station, hereinafter referred to as the "Employer" and Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent/representative for the purpose of the establishing of rates of pay, benefits, hours of work, and all other conditions of employment for bargaining unit employees as reflected in Case No. 95-REP-07-00130 and Case No. 99-REP-01-0015 follows:

Included: All employees of the Huron County Board of Commissioners employed in the Landfill and Material Recovery Facilities including Equipment Operators, Laborer, Recycling Technician, Account Clerk 2, Bookkeeper/Office Manager, Landfill Crew Leader, Materials Recovery Facility Working Foreman, Recycling/Maintenance Technician, Recycling Transfer Station Operator and Recycling/Transfer Station Scale Clerk.

Excluded: All management level employees, professional employees, guards, students, confidential employees, and supervisors, as defined in the Act, all casual and seasonal employees as defined by the State Employment Relations Board, employees of other county employers, employees and officers of the courts, Assistant Prosecuting Attorney, Materials Recovery Facility Manager, Solid Waste Coordinator, Landfill Manager, Recycling/Transfer Station Operators Supervisor.

Section 2. If a new job or position is created, it shall become part of the bargaining unit, except positions that are excluded pursuant to ORC 4117. The Employer agrees to inform the Union of any new jobs or positions being created, and shall negotiate with

the Union pursuant to ORC 4117 for wages, benefits, hours of work, and all other conditions of employment for any such new positions or jobs.

Section 3. Disputes regarding whether or not a new job or position is in or out of the bargaining unit shall be filed through the State Employment Relations Board (SERB) with Ohio Council 8 attorneys. Where agreement has been reached on whether or not a new job or position is in the bargaining unit, the parties will attempt to mutually negotiate a rate of pay.

ARTICLE 2 TABLE OF ORGANIZATION

Section 1. The Employer agrees to provide the Union with copies of the Table of Organization of the Department within thirty (30) days of the commencement of this contract, and whenever changes are made thereafter.

ARTICLE 3 UNION DUES/CHECKOFF/FAIR SHARE FEE

Section 1. The Employer agrees to make payroll deduction of Union dues in keeping with the following:

- A. The Union shall inform the Employer of the amount of Union dues, fees, and assessments. Any changes in same shall be provided to the Employer thirty (30) days in advance of the effective date. Deductions shall be made once a month from the employee's pay. Monies so deducted shall be timely transmitted to the Union at the mailing address provided by the Union. The Union shall provide the Employer with a written payroll deduction authorization form that includes a statement of agreement to said dues deduction and that is signed by the employee.
- B. The Employer shall cease making "check off" deduction upon an employee's: (1) termination of employment; (2) move to a job outside the bargaining unit; (3) layoff from work; (4) unpaid extended leave of absence (I.e. one month or more or in accordance with C. below); (5) revocation of the check off authorization in accordance with applicable terms of this agreement or the terms of the card.
- C. The Employer shall not make dues deduction for an employee in any month that the employee failed to receive sufficient wages to equal the dues deduction amount and after required federal and state deductions are made.
- D. Neither an employee nor the Union shall have any 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) days after such error is claimed to have occurred. If such claim of error is agreed to by the Employer, it shall be corrected at the next pay period in which Union dues are deducted.

- E. Payroll deduction of dues shall be authorized for the Union only. No other organization attempting to represent the employees shall be granted payroll deduction of dues.
- F. If a laid off employee is returned to work or returns from an extended leave of absence, the Employer will automatically resume deducting union dues from the first pay subsequent to the employee's return to work.

Section 2. An employee who has successfully completed the initial probationary employment period and who does not join the Union, or any employee currently employed and not a member of the Union within thirty (30) calendar days of the effective date of this agreement, and upon having been employed for one hundred twenty (120) or more calendar days, shall pay a fair share fee to the Union as a condition of employment. Said fee shall be in keeping with the following.

- A. The fair share fee amount shall be communicated to the Employer in writing by the Union;
- B. The fee shall be deducted automatically upon receipt by the Employer of written authorization from the employee or the Union;
- C. Fee deductions shall be made at the same time and in the same manner as Union dues deductions as set forth under this article;
- D. The fair share fee shall not exceed the regular Union dues;
- E. The Union represents to the Employer that it has and shall maintain in force throughout the term of this agreement a fair share fee reduction and challenge procedure for fee paying employees, which conforms to provisions of ORC 4117.09 (C), federal law, and applicable state and federal court decisions.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this article regarding the deduction of Union dues, fees, assessments, and fair share fees; and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of 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.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Employer will recognize three (3) employees, selected by the Union, to act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein and at any meetings at which the Employer requests a representative to be present. Such employee representatives shall include the Local Union President and one (1) steward. No employee shall be recognized by the Employer as a Union representative until the

Union has presented the Employer with written certification of that person's selection and capacity (title). Further, the Union shall notify the Employer in writing of any changes in officers of the Local Union and/or stewards.

Section 2. The investigation and writing of grievances shall be on non-duty time. However, an employee representative may be released during on-duty time to investigate a grievance involving loss of pay or position contingent upon the approval of the Department Head. If grievance hearings are scheduled during an employee's regular duty hours, the employee and Local Union officer or steward shall not suffer any loss of pay while attending the hearing. Employees and the Local Union officer or steward shall not be compensated for attendance at hearings during non-duty hours.

Section 3. One (1) non-employee AFSCME Union representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon advance notice to the Employer. The Union agrees that such activities shall not interfere with the normal work duties of employees, except to the extent specifically authorized in advance by the Employer and/or this agreement.

Section 4. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized by the Employer, and only with prior notice to and approval by the Department Head/designee.

ARTICLE 5 SENIORITY

Section 1. Seniority is defined as the length of continuous active service within the bargaining unit. Seniority starts with the first day worked, including time of initial probation.

Section 2. Seniority, as stated in this article, shall apply as specifically referenced in other provisions of this agreement.

Section 3. When an employee is on an approved unpaid leave, military leave, suspension, or layoff, such shall not constitute a break in continuous active service.

Section 4. Seniority will end when an employee resigns on his own volition, permanently retires, is discharged for cause, dies, exceeds the length of layoff time provided in the agreement, or otherwise leaves the employ of the Employer.

Should an employee leave the bargaining unit to assume a non-bargaining position anywhere within Huron County, he or she will cease to accrue, yet retain, his or her bargaining unit seniority. If, for any reason, he or she returns to a position within the bargaining unit within one (1) year, he or she shall resume accruing seniority at that time.

Section 5. The Employer shall keep the seniority list current and provide the Union with a copy and post a copy on the employee bulletin board at least once a year. The seniority list shall include the name of each current employee, his/her first day of work, and job classification title.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the express terms of the agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer, including but not limited to, the right and responsibility to:

- A. Determine matters of inherent managerial policy, which include but are not limited to, areas of discretion of policy such as the functions and programs of the Employer's standards of services and the Employer's overall budget, utilization of technology, and organizational structures;
- 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 of 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 as a unit of government;
- H. Effectively manage the work force;
- I. Take actions necessary to carry out the mission of the Employer as a governmental unit;
- J. Establish reasonable work rules, policies, and directives not inconsistent with this agreement.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of provisions in this agreement.

**ARTICLE 7
WORK RULES**

Section 1. The Union recognizes the Employer's rights to promulgate and enforce reasonable work rules to carry out the functions of the Employer. Said work rules shall not be inconsistent with the terms of this agreement.

Section 2. Newly established written work rules or changes in existing written work rules shall not go into effect until the Union has ten (10) work days advance notice, unless mutually agreed otherwise

Section 3. Work rules shall be applied uniformly under similar circumstances.

Section 4. Copies of current written work rules shall be provided to the Union.

**ARTICLE 8
PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 1. In accordance with applicable law, the provisions of this agreement shall be applied equally to all employees in the bargaining unit without regard to age, gender, marital status, race, color, religion, creed, national origin, political affiliation, involvement or non-involvement in the Union, or mental or physical disability.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership and/or lawful Union activities.

Section 4. The Union recognizes its responsibilities as bargaining agent and agrees to equally represent all employees, regardless of Union membership or non-membership, without discrimination, interference, restraint, or coercion.

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

**ARTICLE 9
NO STRIKE/NO LOCKOUT**

Section 1. The Union agrees that neither it, its officers, agents, or representatives, individually or collectively, will cause, instigate, aid, condone, cause a work stoppage, or authorize a strike during the life of this agreement.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will cause, instigate, aid, condone, or authorize a lockout during the term of this agreement.

Section 3. Labor disputes, if any, during the term of this agreement, shall be handled through the grievance procedure. The Employer may seek appropriate legal remedies, if necessary.

**ARTICLE 10
BULLETIN BOARDS**

Section 1. The Employer agrees to provide space on bulletin boards, in areas where employees usually congregate, for use by the Union. However, the Employer shall not be obligated to purchase new bulletin boards, and space shall be limited to one (1) bulletin board at the scale house. The parties will mutually agree to share the existing bulletin board.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by identified representatives during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Notice of Union elections and/or results;
- D. Non-political publications, rulings, or policies of the Union;

All other notices of any kind not covered in "A" through "D" above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;

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

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

ARTICLE 11 OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

Section 1. Employees shall not engage in outside employment that conflicts with their job with the County.

Section 2. Outside employment shall not justify an employee's refusal to accept overtime or emergency assignments as provided for in this agreement.

Section 3. Employees shall not use their official position with the Employer for additional personal gain or engage in any activity which is in conflict with their official duties.

Section 4. Employees shall not disclose any confidential information about the Employer to a private concern for the employee's personal benefit.

ARTICLE 12 NON-DISPLACEMENT (LESS THAN FULL-TIME EMPLOYEES)

Section 1 The Union recognizes the right of the Employer to hire such bargaining unit and non-bargaining unit employees as necessitated by operational needs. However, the Employer shall not hire temporary, part-time, seasonal, or casual employees for the sole purpose of displacing existing bargaining unit employees and eroding the bargaining unit.

ARTICLE 13 CONTRACTING/SUBCONTRACTING

Section 1 The parties recognize that the Employer, in order to satisfy the demands of the public and to successfully operate the department, must contract and/or subcontract out work, except as may be specifically limited herein

Section 2. The Employer agrees that it will not contract or subcontract work out except in cases where: (1) bargaining unit employees do not possess the skill or ability in sufficient numbers to perform the required work; or (2) specialized, professional, or technical services are required; or (3) equipment is unavailable within the department; or (4) time or delivery of supplies or the schedule for the completion of the project cannot be met with existing personnel; or (5) the Employer cannot produce the work as efficiently and/or economically with its own personnel.

Section 3. The Employer agrees to discuss, with the Union, work it contracts or subcontracts out, to the extent it affects bargaining unit employees under other provisions of this article.

Section 4. The Employer agrees that the Employer shall not subcontract any work being performed by the Bargaining Unit if such subcontracting results in layoffs of permanent full-time Bargaining Unit employees or results in shrinking of the work force.

Section 5. Should the Employer determine to sell, lease, sub-lease, transfer, or discontinue the Solid Waste District, Landfill, and/or MRF, the Employer agrees to notify the Union, in writing, at least sixty (60) days in advance of any such sale/lease/sub-lease/transfer/discontinuation. Upon written demand thereafter, by the Union, the Employer agrees to meet and discuss the effects of said decision with the Union.

ARTICLE 14 ASSIGNMENT OF WORK

Section 1. Supervisors shall have exclusive control of allocating work assignments, trucks, and equipment to employees.

Section 2. Daily assignments issued in the morning will normally be given by supervisors to employees within their classification. However, if assignments outside of a classification become necessary, assignments to a higher classification shall be based upon knowledge, skill, and ability, inclusive of any required licensure, and operational needs. Assignments to a lower or equivalent classification shall be based upon seniority and operational needs, with the least senior available and qualified employee being assigned to the lower or equivalent classification.

Section 3. Temporary assignment shall not exceed six (6) months.

ARTICLE 15
TEMPORARY ASSIGNMENT/HIGHER CLASS PAY

Section 1. Whenever an employee is assigned to perform the job duties and responsibilities of a higher classification for more than two (2) consecutive work days, the employee shall receive the rate of pay for the higher classification which grants him an increase for all such time worked.

Section 2. Whenever an employee is assigned to perform the job duties and responsibilities of a lower classification, or a classification with the same rate of pay, the employee shall retain his existing rate of pay.

ARTICLE 16
PROBATIONARY PERIODS

Section 1. Each newly hired employee shall serve a one hundred twenty (120) day (six hundred eighty-eight [688] hours of work) initial probationary period. During this time, the initial probationary employee will:

- A. Be subject to the terms of this agreement, except as otherwise provided for in this article;
- B. Be subject to discharge for no cause or any cause at the pleasure of the Employer during the initial probationary period;
- C. Not acquire seniority rights as provided for in this agreement until the completion of the initial probationary period, at which time the seniority shall be granted retroactive to the date of hire;
- D. Be without rights to file a grievance regarding matters of performance evaluation and discipline, including discharge, during the initial probationary period.

Section 2. An employee, upon successfully completing the initial probationary period, shall be extended all rights and benefits of this agreement as applicable.

Section 3. An employee who is promoted shall serve a probationary period of one hundred twenty (120) days (six hundred eighty-eight [688] actual hours of work). During this period, the non-initial promotional probationary employee will be:

- A. Subject to all terms and conditions of this agreement, except as otherwise herein provided;
- B. Paid for the grade and classification to which he was promoted, as applicable.

Section 4. Any employee disqualified during any promotional probationary period will be returned to his or her former position. He or she may file a grievance challenging the fairness of the evaluation process. The Employer will make a good faith

effort to place the affected initial probationary employee into another Bargaining Unit position. However, should no position be available for which the displaced employee is qualified, he or she will be terminated.

Section 5. Probationary employees shall be evaluated not less than the mid-point of their probationary period.

ARTICLE 17 EMPLOYEE EVALUATION

Section 1. The parties recognize the Employer's right to conduct performance evaluations. Said evaluations will be in keeping with the terms of this article. Matters evaluated shall be job related. The primary purpose of the evaluation shall be to determine the employee's level of performance and to provide direction and assistance in improving any noted deficiency. Evaluations shall not be conducted for the sole purpose of discipline.

Section 2. When a deficiency(ies) is noted, such shall be related to the employee in writing, with suggestions and offered assistance for improvement. When a noted deficiency is considered to be of such a serious nature that it would result in disciplinary action, such shall be provided to the employee in writing, and the employee may have Union representation at further meetings on the matter in keeping with the disciplinary provisions of this agreement.

Section 3. Evaluations shall be conducted normally once per year. A copy of the written evaluation shall be provided to the employee and filed in the employee's personnel file. The employee may add an attachment to the file copy of any additional information or rebuttal position he/she determines appropriate.

ARTICLE 18 EMPLOYEE PERSONNEL FILES

Section 1. There shall be only one(1) official personnel file for each employee. It shall be kept for the employee by the Employer as a permanent file. All reports on employees shall be placed in the file.

Section 2. Employees shall receive from the Employer a copy of any document(s), including performance evaluations and any disciplinary reports, placed in the file after the effective date of this agreement. The employee may have written comments attached to any report, including disciplinary reports that are placed in the file.

Section 3. The employee, or Union designee, shall have the right of access to the file in keeping with the following:

- A. Permission must first be obtained from the Employer before access is given to the file;
- B. Access to the file will not be unduly denied at reasonable times;
- C. The Employer may charge a reasonable fee for copies of any materials obtained from the file, in keeping with Employer established general rules and regulations regarding same;
- D. Employees will not be allowed paid time to access their file.

ARTICLE 19 PROGRESSIVE DISCIPLINE PROCEDURE

Section 1. This disciplinary procedure supersedes those methods and procedures in the Ohio Revised Code 124.34. The grievance procedure is the exclusive remedy for contesting disciplinary action. The Employer shall determine the appropriate discipline to be administered.

Section 2. The parties acknowledge the concept and hereby subscribe to the normal principles of progressive disciplinary action, except where a serious offense or gross misconduct occurs.

Each disciplinary action is based on its own merits, and employees have no right to rely on the discipline imposed for other violations of this contract as a practice or guide to be applied to subsequent violations.

An employee shall be disciplined in private and in a businesslike manner.

Section 3. Progressive disciplinary action shall normally progress from instruction and cautioning, to oral reprimand, to written reprimand, to suspension without pay, and, ultimately, discharge.

Section 4. The Employer will not discipline an employee without just cause. Discipline may be cumulative. Once an employee is disciplined for a violation, they may be given a greater level of discipline for later violations. Higher levels of discipline may be given instead of warnings or other lesser forms of discipline for first offenses, depending on the seriousness of any charge.

Section 5. Before the Employer issues any discipline of a suspension or discharge, an employee is to be given a personal opportunity to informally present a statement about the charges and the facts and circumstances of the proposed discipline. The Employer is to notify the employee and the AFSCME representative of the time, date, and place the pre-disciplinary hearing is to occur. The Employer shall schedule the time and date of the hearing subject to the Union representative's availability. The employee will

have waived his opportunity for a hearing if he fails or refuses to attend the scheduled hearing.

Section 6. An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action within seven (7) work days thereafter. The employee and the Local Union will receive the specified charges in writing of any such violations of work rules, safety rules, or provisions of this agreement. A copy of said written notice will be forwarded at the same time to the Union's staff representative.

When discharge is the disciplinary action, the Union will have ten (10) working days to submit the matter to Step 3, arbitration, of the grievance procedure.

Section 7. Records of instruction and cautioning, written reprimands, suspensions, and any disciplines shall cease to have force two (2) years after the effective date, providing that there is no intervening disciplinary action taken during that time period.

Section 8. The parties recognize that newly hired (initial) probationary employees do not have recourse of and through this discipline procedure and the grievance procedure, and that newly hired (initial) probationary employees may be removed in their initial probationary period without recourse to the grievance procedure.

Section 9. The parties agree that instruction and cautioning(s), oral reprimand(s), and written reprimand(s) may be grieved up to Step 2, but not beyond, for arbitration.

ARTICLE 20 HEALTH AND SAFETY

Section 1. The parties agree that safety must be a prime concern and is a shared responsibility. The Employer accepts its responsibility to provide a safe working environment, tools, equipment, and methods for its employees. The supervisors will attend to correcting unsafe working conditions and see that safety rules and safe working methods are followed by employees under their direction. Any unsafe conditions which cannot be corrected by the supervisor will be referred to the Department Head/Appointing Authority.

Section 2. The employees shall report any unsafe tools, equipment, and methods to the immediate supervisor upon detection or at the earliest opportunity. Employees shall maintain assigned tools, equipment, and work areas in a safe and proper manner. Employees shall follow all safety rules and safe working methods of the Employer.

Section 3. Labor/Management meetings will be the forum to discuss, establish, and create safety practices that protect the employees and the Employer, complying with the

applicable provisions of CFR 1910 (OSHA). Upon request, the Union will assist wherever possible in training and orientation on safety practices and procedures.

ARTICLE 21 EMPLOYEE ASSISTANCE PROGRAMS

Section 1. The Employer and the Union recognize the value of counseling and assistance programs for any employees who may have personal problems which interfere or could interfere with their ability to work productively. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 2. Employee participation in any counseling or assistance program shall normally be scheduled outside the employee's scheduled work day. If scheduling does not permit this, employees can use unused sick leave or vacation leave in accordance with the applicable provisions governing the use of such leave.

Section 3. Nothing herein shall be considered to mandate an Employer-sponsored/funded employee assistance program. Nothing shall be construed to preclude the parties from mutually agreeing to an EAP during the term of the contract. However, treatment costs may be subject to coverage in accordance with the provisions of the County's health benefit plan for eligible participating employees.

ARTICLE 22 DRUG/ALCOHOL TESTING

Section 1. Drug/alcohol testing for administrative purposes may be conducted on employees upon reasonable suspicion that an employee is under the influence of or abusing drugs or alcohol while at work. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not be limited to, any of the following:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking, on the basis of information provided by reliable and credible sources or independently corroborated;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 2. Initial tests shall be made by a medical professional or institution qualified to administer such tests. Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures.

Section 3. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with disciplinary procedures. Drug and alcohol testing for employees required by the Employer to operate a commercial vehicle (CMV) shall be in accordance with applicable law.

Section 4. The results of the testing shall be delivered to the Employer and to the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. Refusal to submit to the testing provided for under this agreement may be treated as a positive test and may be grounds for disciplinary action.

Section 5.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the matter prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the second test contradicts the result of the first test, the Employer or employee may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions other than an instruction and cautioning shall be imposed.

Section 6. A list of three (3) testing laboratories or facilities shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 7. If the testing required above has produced a positive result, the Employer may take disciplinary action. Discipline allowed by the positive findings provided for above may be deferred pending rehabilitation of the employee within a reasonable

period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time or vacation leave for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a re-test demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the same or similar position, provided such position(s) still exists and/or is utilized. Such employee may be subject to periodic re-testing upon his return to his position for a period of twelve (12) months from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence with pay for a period not to exceed sixty (60) days.

Section 8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within twelve (12) months after his return to work from such a program, the employee shall be subject to disciplinary action.

Section 9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 23

MINIMUM QUALIFICATIONS/COMMERCIAL DRIVER LICENSE

- A. The Employer shall set the minimum qualifications for each job classification. The Employer shall determine which job classifications and the operation of which vehicles fall under the Commercial Driver's License (CDL) requirement. It is the responsibility of employees to maintain the minimum qualifications of their classification. Job descriptions/minimum qualification standards will be updated, as necessary, to reflect the need for a CDL.
- B. Where a classification becomes subject to a CDL requirement during the term of this agreement, the Employer agrees to reimburse existing employees within said classification for actual cost incurred in the initial CDL testing and licensing and any related physical examination, as may be required by law. The Employer shall be obligated only for the costs of any initial testing, and repeat testing and/or renewals shall be the responsibility of the applicable employee. Employees shall provide verification of initial testing and licensure, inclusive of written receipts and documentation, in order to be reimbursed for actual costs.
- C. An employee who is unable to obtain a CDL, where such is a requirement for the job classification, may be reassigned to a vacancy for which he qualifies that does not require a CDL. The employee must meet minimum qualifications for such position.
- D. If no such vacancy exists, the employee will be given up to sixty (60) days unpaid leave of absence, pending successful obtainment of the CDL. The employee will be

returned to active employment status upon documentation that a CDL has been obtained.

- E. Upon completion of the sixty (60) day period, if the employee was unable to obtain a CDL and no other vacancy exists for which a CDL is not required and for which the employee meets the minimum qualifications, the employee shall be placed in layoff status subject to the provisions of Article 41.
- F. Work release and driving privileges for CDL operators will be honored by the parties.

ARTICLE 24 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, the parties agree to schedule labor/management meetings as they deem necessary. Such meetings shall normally be held during working hours, except as otherwise mutually agreed. Labor/management meetings will not be used for negotiation sessions or a forum in which to alter the agreement, unless mutually agreed otherwise by the parties.

Section 2. Appropriate topics for these meetings will include:

- A. Sharing general information that either party considers important to share or of interest to the other;
- B. Providing Employer and Union representatives the opportunity to express views and/or make suggestions on subjects of interest to the parties;
- C. Discussing ways to improve work performance and efficiency;
- D. Considering and discussing health and safety matters;
- E. Discussing subjects related to the administration of this agreement.

Section 4. Labor/management meetings will not be used for negotiation sessions or a forum in which to alter the agreement, unless mutually agreed otherwise by the parties.

The parties may schedule special labor/management meetings as they deem necessary.

ARTICLE 25 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by the Union or an employee that there has been a violation, misinterpretation, or misapplication of an express term of this agreement.

It is the mutual desire of the parties to provide for the prompt adjustment of grievances with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the parties to effect the resolution of grievances at the earliest step

possible. The parties may attempt to resolve grievances prior to the Union presenting a grievance in writing.

Section 2. The following steps shall be followed in the processing of a grievance.

Employees have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the agreement. The Union has the opportunity to be present at the time when the adjustment is made, and the Union receives copies of any written adjustments.

Step 1-A The grievance shall be reduced in writing and filed with the employee's immediate supervisor within ten (10) work days after the matter complained of has occurred or the employee/Union should have had reasonable knowledge of such incident or occurrence(s). Such written grievance shall be signed by the aggrieved employee and must contain the following information: the exact nature of the grievance, the act or acts complained of, date and time grievance occurred, date grievance was filed, who was involved, the identity of the employee who claims to be aggrieved, the specific provisions of the agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his answer in writing within ten (10) work days of the filing of the grievance. In the event there is no immediate supervisor, or the department head is also the immediate supervisor, the grievance shall be filed at Step 1-B in accordance with the time lines in Step 1-A.

Step 1-B If the grievance is not satisfactorily resolved in the manner provided for in Step 1-A, the Union/employee may appeal to Step 1-B by giving written notice of the appeal to the department head/Employer within ten (10) work days. The Employer, or designated representative, shall give a written answer within ten (10) work days following the appeal to Step 1-B or any Step 1-B meeting, if appropriate. Any grievance of any disciplinary action taken to management shall be filed in writing as specified in this Step 1-B within ten (10) work days of the disciplinary action taken.

Step 2 If the grievance is not resolved at Step 1-B, the Union/employee may appeal said grievance to the Board of County Commissioners/designee within ten (10) working days of receipt of the Step 1-B response. The Board of County Commissioners/designee shall have ten (10) working days to investigate the grievance and/or conduct a meeting with the grievant, Union steward, and Ohio Council 8 representative, and any Union or management representatives deemed appropriate. The Commissioners/designee shall issue a written response to the grievance within ten (10) working days of the conclusion of any investigation/meeting.

Step 3-A Should any grievance remain unsettled after exhausting the aforementioned procedure, the parties may utilize grievance mediation with mutual agreement. The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS), or other mutually agreed upon mediation services. Notice of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party.

Step 3-B Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union may demand arbitration within ten (10) days following the Step 2 response by requesting a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service with a copy provided to the Employer. The selection of an arbitrator and the pursuant arbitration hearing shall be in keeping with the Voluntary Rules and Regulations of the Federal Mediation and Conciliation Service, and the express terms related thereto in this article, except that either party may reject up to two (2) lists and request another list.

Step 3-C The arbitrator shall schedule the hearing with the mutual agreement of the parties. The arbitrator shall hear and determine only one (1) grievance at a time, except by mutual agreement. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. His award shall be final and binding on the parties. In reaching his decision and his award, the arbitrator shall limit himself to the grievance presented and evidence thereto, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written agreement, or establish wage rates not negotiated as part of this agreement or grant any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific terms of this agreement. The parties shall attempt to schedule arbitration hearings within sixty (60) days following notification by the arbitrator of his acceptance of the appointment by agreeing to a date offered by the arbitrator or by proposing alternative dates to the arbitrator.

Section 3. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union representatives involved in each step.

Huron Co. Commissioners & Landfill/Recycling Facility/Transfer Station CBA

The term "working days," as used in this article, shall mean the days Monday through Friday, exclusive of holidays that, pursuant to this agreement, are observed on Monday through Friday.

Section 4. Either party may request a pre-hearing conference in an attempt to define the issue(s), reduce stipulations, if any, to writing, and exchange a list of witnesses.

Section 5. The procedure contained in this article shall constitute the sole and exclusive method of redressing grievances arising during the life of this agreement. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer representatives shall be final and binding upon the grievant, the Union, and the Employer.

Section 6. The parties may expedite grievances and/or omit some steps of the procedure as set forth herein due to the nature of the issue at hand by mutual agreement.

Section 7. The question of arbitrability of a grievance may be raised by either party on or before the day of arbitration hearing of the grievance. The first question to be placed before the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. The alleged grievance will then be heard on the merits.

The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated.

The cost of using an arbitrator shall be borne by the losing party, except if the arbitrator splits an award, in which case the parties will equally share said costs. The parties shall bear their own costs for expert witnesses and any court report(s) and/or transcript(s). The parties shall exchange witness lists of those expected to testify at least three (3) working days prior to the hearing. The parties agree that the witnesses shall normally be limited to those persons with the ability to give adequate testimony to the issue(s), for either side, in addition to the grievant and department head.

Section 8. When a state of emergency has been called, as provided for elsewhere in this agreement, time lines for processing of a grievance shall be on hold until the emergency is declared over or can be reasonably assessed as having ended.

Section 9. The grievance procedure herein is the sole and exclusive recourse for employees regarding the issues of discipline, including discharge, and specifically replaces the appeals procedure in the Ohio Civil Service Laws related thereto found under O.R.C. 124.

ARTICLE 26
HOURS OF WORK/OVERTIME

Section 1. The normal work week for regular full-time employees shall normally consist of forty (40) hours of work per week exclusive of the time allotted for meal periods. Work day hours may vary in order to meet operational needs. Work weeks shall commence at 12.01 a.m. Sunday and conclude at midnight on Saturday. In the event it is necessary to permanently change the hours of work, starting and/or quitting times, or schedule of hours for any work unit or department, the Employer shall first meet with the Union to notify and discuss said changes. This section shall not be construed as a guarantee nor limitation of work hours. All full-time employees and part-time employees scheduled for an eight (8) hour work day or more shall be allowed and scheduled at least one-half (1/2) hours for an uninterrupted, unpaid meal period..

Section 2. All bargaining unit employees shall receive time and one-half (1 ½) their rate of pay for all hours worked in excess of forty (40) hours in one (1) work week. Hours worked for purposes of this article shall include actual hours worked.

Section 3. Overtime may be converted to, and used as, compensatory time in keeping with the Fair Labor Standards Act (FLSA) provisions (or as otherwise agreed to by the parties), and banked up to eighty (80) hours at any one (1) time.

Section 4. Employees called in early to work or called back to work after the end of the regular work day shall be paid for all hours worked, including at least two (2) hours where the time does not abut scheduled work hours.

Section 5. Employees required to work three (3) consecutive hours shall be given a fifteen (15) minute paid break after their second hour of such work. Employees required to work at least five (5) hours will be given a one-half (1/2) hour paid break after four (4) consecutive hours of such work. Emergency conditions may require flexibility in the above schedule.

Section 6. Employees required to work on paid holidays shall be paid one and one-half (1 ½) times their regular pay in addition to the regular pay for that day.

Section 7. Subject to the approval of the Huron County Auditor, the County agrees to process requests for payroll deductions for the purchase of U.S. Savings Bonds to the Huron County Auditor upon receipt of a written authorization for such payroll deductions signed by the individual employee on a form approved by the Auditor.

Section 8. The County agrees to make payroll deductions for all employees who enroll in a credit union. Each interested employee shall fill out an enrollment card and forward it to the County before deductions will be made.

Section 9. In the event a holiday falls on the normal pay day, the employee may receive his paycheck on the last regular day prior to pay day.

Section 10. Weekend Differential – the Parties agree that employees who work Saturday and/or Sunday following New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be compensated at one and a half (1 ½) their normal rate.

ARTICLE 27 JURY OR WITNESS DUTY

Section 1. The Employer shall grant a paid leave of absence, at the employee’s normal hourly rate, when an employee is subpoenaed for any court or jury duty by the United States or Ohio Courts, or other lawful subpoena, during the employee’s normal working hours. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside the employee’s normal working hours. Employees shall retain any fees collected for travel mileage. An employee released from court or jury duty prior to the end of his shift shall report to work for the remaining hours, unless other arrangements have received prior approval.

Section 2. Use of this leave shall not apply when appearing in court for criminal or civil cases which concern the employee’s personal affairs (I.e. citations or subpoenas not related to work, traffic court, divorce proceedings, custody, or juvenile matters, etc.). Such absences must be applied for under the other appropriate leave or vacation provisions as provided for in this agreement.

Section 3. In order for an employee to receive pay under this article, the employee must notify the Employer within twenty-four (24) hours of receipt of a subpoena for court or jury duty of his required appearance. The employee must also secure and present to the Employer a certificate from the court in which they served evidencing completion of said service.

Section 4. When an employee is required to appear in court on behalf of the Employer during his regularly scheduled work hours, such shall be considered regular work duties and an employee shall be compensated at his regular rate of pay.

ARTICLE 28 MILITARY LEAVE

Section 1. Any employee who is an active member of a reserve component of the United States Armed Forces is entitled to a leave of absence with pay when called to

service for purposes of field training or active duty. Such leave with pay shall not exceed the provisions of 5923.05 in any one calendar year. The affected employee shall be required to submit to the Employer a copy of the military orders or a written statement from the appropriate military commander evidencing the period of training or active duty. Notification and evidence of the need for such leave should be submitted at least thirty (30) calendar days prior to the commencement of the leave unless the orders are received by the employee after that time period. Military leave without pay will be granted for military duty in excess of thirty-one (31) calendar days.

Section 2. Any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave without pay. Any employee who enters military service with the Armed Forces shall be granted a leave of absence without pay to extend until ninety (90) days beyond the termination of such service. This provision shall not apply to re-enlistments or voluntary acceptance of extended duty.

Section 3. Starting Rate on Return from Military Service. Any employee who has been honorably discharged from the Armed Forces and is subsequently reinstated to a position previously held by him/her shall be entitled to receive compensation at the rate corresponding to the same grade and step when he/she originally entered the service, in addition to any increases which would have accrued to the position had the employee been in active service with the Employer.

ARTICLE 29 UNION LEAVE

Section 1. The Union may be granted up to a total of forty (40) hours of unpaid leave each year for the purposes of attendance at Union conventions, conferences, or seminars. The Union will make such request in writing.

Section 2. The Union must notify the County at least two (2) weeks in advance, including the names of employees requesting such leave.

Section 3. Employees attending said conventions, conferences, or seminars may also utilize their applicable earned paid leave time.

Section 4. No more than one (1) employee from the MRF and the Landfill may avail himself of Union leave on any given day, and such request will not be permitted to shut down a full work unit(s).

**ARTICLE 30
VACATION**

Section 1.

A. Vacation eligibility shall be as follows:

<u>Length of Service</u>	<u>Length of Vacation (Rate of Accrual)</u>
After one (1) Year	Two (2) weeks (eighty [80] hours maximum) 3.1 hours per eighty [80] hours or .0385 hours per hour)
After eight (8) years	Three (3) weeks (one hundred twenty [120] hours maximum) (4.6 hours per eighty [80] hours or .0577 hours per hour)
After fifteen (15) years	Four (4) weeks (one hundred sixty [160] hours maximum) (6.2 hours per eighty [80] hours or .0769 hours per hour)
After twenty-five (25) years	Five (5) weeks (two-hundred [200] hours maximum) (7.7 hours per eighty [80] hours or .0962 hours per hour)

Vacation accrual shall be based upon the applicable rate times the regular hours in active pay status per pay period. Additional vacation is not accrued when an employee works overtime or excess hours.

- B. Employees' pre-scheduled vacation may be taken in one (1) day increments. Employees are encouraged to request the use of vacation time as far in advance as possible. Employees may accumulate vacation time from year to year; however, accumulation shall not exceed the amount of time they are eligible to accrue in any three (3) year period (one [1] year's accrual plus one [1] current year's accrual).
- C. An employee must complete one (1) year of service to be entitled to vacation leave. Employees must submit a request for vacation dates. Seniority shall determine the choice of vacation dates when two (2) or more employees have requested the same vacation date(s) and accommodation cannot be otherwise provided. Vacation leave is subject to advance approval of the Employer in consideration of operational needs and requirements and staffing levels.

- D. Vacation leave may be taken in less than one (1) day increments, with Employer approval, for bona fide emergencies. It is understood that such emergencies may provide little advance notice and that appropriate documentation may be required.
- E. Should a situation arise where an employee has properly requested and been denied vacation due to operational needs twice or more in any calendar year, and such vacation cannot be scheduled and taken prior to December 31 of that year, such employee's request for carryover of vacation shall be approved by the Employer. An employee may, however, elect to be paid for up to twenty-four (24) hours of this unused vacation rather than carry it over. Requests for such pay must be submitted to the employee's supervisor by December 1 of the calendar year.

ARTICLE 31 PERSONAL LEAVE

Section 1, Personal Days. At the beginning of the calendar year, each employee shall be credited with sixteen (16) hours of personal leave.

Section 2. When an employee decides to use his/her personal time, he/she shall notify his/her immediate supervisor within forty-eight (48) hours of the time he/she is scheduled to report to work.

Section 3. Personal time may be utilized in increments of one hour. Personal time may not be carried over from year to year.

ARTICLE 32 SICK LEAVE

Section 1. Sick leave credit shall be earned at the rate of .0575 hours for each one (1) hour of active pay status, which shall not include unpaid leaves, unpaid absences, or layoff. An employee may accumulate his unused sick leave without limit.

Section 2. Sick leave may be requested by an employee only for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family.
- B. Death of a member of his immediate family (sick leave usage up to five [5] working days).
- C. Medical, dental, or optical examination or treatment of the employee or a member of his immediate family. A certificate from a licensed physician, dentist, or optometrist verifying the appointment is required.

- D. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- E. Pregnancy and/or childbirth and other conditions related thereto (also see family and medical leave).

Section 3. Immediate family shall mean grandparents, brothers, sisters, brother-in-law, sister-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 4. Sick leave shall be charged in minimum units of one (1) hour. An employee shall only be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave charged and used shall not exceed in any given day the hours that the employee would normally have worked. The same shall apply to any given week.

Section 5. The employee shall notify the Employer as soon as possible in advance of any scheduled appointment.

Section 6. Employees who are sick shall notify the Employer at least thirty (30) minutes before the scheduled starting time. If the employee is sick or injured for a succession of days, the employee shall notify the Employer thirty (30) minutes before starting time on each successive day absent due to use of sick leave until the Employer and the employee reach an understanding as to some other call-in arrangement.

Employees who, due to extraordinary circumstances, do not notify the Employer in keeping with this provision may be granted sick leave for the time requested at the discretion of the Employer.

Section 7. The Employer maintains the right to investigate any employee's absence. The Employer may require an employee to take an examination, conducted by a licensed physician/psychologist in order to determine the employee's physical or mental capability to perform the essential functions of the position. If found unable to perform these essential functions with or without reasonable accommodation, the employee may be placed on sick leave, family and medical leave if applicable, or on disability leave. The cost of such examination shall be paid by the Employer.

Section 8. Employees who make claim for use of sick leave, and cannot provide support for use of such in keeping with the sick leave requirements herein, shall be denied the use of sick leave and will not be paid for said time. Further, any such action may subject an employee to appropriate disciplinary action. While on sick leave, an

employee is expected to be home, unless the employee is on a related medical errand or has made other appropriate arrangements and has so notified the Employer.

Section 9. An employee must complete an Employer-furnished sick leave request form to justify the use of sick leave. If medical attention is required, or where an illness/injury extends beyond three (3) working days, the employee shall be required to furnish a statement from a licensed physician/medical practitioner notifying the Employer of the nature of the illness/injury and the date the employee is able to return to his position.

Where sick leave is requested for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary for care and attendance.

Section 10. Falsification or failure to provide either a written, signed statement or a physician's certification shall be grounds for disciplinary action. A completed sick leave form shall be submitted as soon as possible upon return to work, and may be required prior to return in order to prevent an interruption of pay.

When a doctor's statement is required to verify that an employee is able to perform required work, the employee will not be paid for sick leave or be permitted to return to work until documentation from the doctor has been given to the Employer.

Section 11. If illness or disability continues past the employee's 12-week annual allotment under the Family and Medical Leave Act or if the employee has exhausted all of his or her accrued sick leave, the employee may be placed on disability leave or a disability separation in accordance with the provisions set forth in this agreement and any applicable policies of the Employer not in conflict with this agreement.

ARTICLE 33 FAMILY AND MEDICAL LEAVE

Section 1. Under the provisions of the Family and Medical Leave Act as Amended, effective January 16, 2009, eligible employees are entitled to up to twelve (12) weeks of leave in a single 12-month period (1) to care for a newborn, newly adopted, or newly placed foster child; (2) because of the serious health condition of a spouse, child, or parent, or (3) because of the employee's own serious health condition.

Eligible employees who are family members of covered service members are entitled to up to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member with a serious illness or injury incurred in the line of active duty. This provision extends FMLA protection to additional family members who are "next of kin."

Eligible employees who have family members who are covered military personnel serving in the National Guard or Reserves are entitled to up to twelve (12) weeks in a single 12-month period for “qualifying exigency leave” arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Section 2. Intermittent or reduced leave may be taken for a serious health condition of a family member or the employee if medically necessary, provided the employee requests such leave and such request is supported by medical certification. Where intermittent leave is necessary, the Employer may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates the prospective absences. The minimum amount of leave which may be taken is one (1) hour.

Section 3. Employees are required to substitute any of their paid vacation, personal, or sick leave for any part of the twelve (12) week period, with the Employer providing only enough unpaid leave to total twelve (12) weeks. When need for leave is known in advance, such as for childbirth, child placement, adoption, or planned medical treatment, the employee must give the County at least thirty (30) days advance notice, or such notice as is practicable. Employees needing leave for planned medical treatment also are required to make a reasonable effort to schedule treatment so as to disrupt the Employer’s operations as little as possible.

Section 4. When both spouses are employed by Huron County, they are limited to an aggregate leave of twelve (12) weeks to care for a newly arrived child or sick parent. When leave is needed because of illness of a child or of the other spouse, each spouse is entitled to twelve (12) weeks of leave.

Section 5. The Employer shall require employees to provide medical certification in a timely manner to support a request for leave due to a serious health condition, either their own or that of a family member. Certification is to include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition; a statement that the employee is needed to care for a spouse, parent, or child (together with an estimate of the time required), or that the employee’s own illness renders the employee unable to perform the functions of his or her position; and, in the case of reduced or intermittent leave, the expected schedule and duration of the treatments. Requests for qualifying exigency leave or military caregiver leave will also require appropriate certification.

Section 6. The Employer may require that a second opinion be obtained at the Employer’s expense by a health care provider not employed by the Employer. Should there be conflicting opinions, the Employer may request and pay for a third provider

whose opinion will be binding. Second and third opinions will be neither required nor permitted in cases of qualifying exigency or military caregiver leave.

Section 7. The County may require subsequent recertification on a reasonable basis.

An employee returning from leave must be restored to the same position or given a position that is equivalent in benefits, pay, and other terms and conditions of employment.

Section 8. No employee taking leave will lose any benefits accrued before the leave, and benefits will continue to accrue while the employee is on paid leave. Benefits will not accrue while the employee is on unpaid leave, except in the case of health insurance benefits as discussed in Section 9. As a condition of restoration, an employee taking leave due to his or her own serious health condition may be required to provide acceptable certification from a health care provider that the employee is able to perform the functions of his or her position. An employee taking leave may be required by the Employer to report periodically on the status of the leave and on the employee's intention to return to work.

Section 9. During leave, pre-existing health benefits will be maintained at the same level and under the same conditions as such coverage would have been provided had the employee continued in his employment. If an employee fails to return at the end of the leave, the Employer may recover any premiums paid on the employee's behalf, except in cases where the employee has a continuation, recurrence, or onset of a serious health condition, or because of circumstances beyond the control of the employee. In such case, reasons for not returning are subject to certification by the health care provider.

ARTICLE 34 BEREAVEMENT

Section 1. Bereavement. The Parties agree that at the beginning of each calendar year (~~beginning 2007~~), each employee will be entitled to twenty-four (24) hours of bereavement leave with pay at the regular rate for the death of any five (5) individuals to be named by the employee or for any funeral the employee wishes to attend. When extenuating circumstances exist, an employee may request up to five (5) days of sick leave to be used for bereavement, but subject to the approval of the immediate supervisor bereavement leave is subject to verification.

Section 2. At the end of each calendar year, any unused bereavement is eradicated. Bereavement leave may not be carried over from year to year.

**ARTICLE 35
EXTENDED UNPAID PERSONAL LEAVE**

Section 1. For good cause shown, and at the discretion of the Employer, an employee may be granted an unpaid personal leave of absence not to exceed six (6) months.

Section 2. Unpaid personal leave will not be granted for purposes of pursuing other employment. Additionally, where such leave is being requested for reasons which would otherwise qualify for family and medical leave (FML), FML must be utilized first, inclusive of the substitution of paid leave as applicable, and the FML time will be tolled against the six (6) month eligibility period.

Section 3. Health insurance/health plan costs shall be the sole responsibility of the employee during any unpaid personal leave. If an employee is paid for any portion of a calendar month, his or her coverage will continue until the last day of that month at no cost to the employee other than his or her normal contribution. If an employee receives no pay during any calendar month, the employee will need to make arrangements with the Auditor's office to cover the full cost of their insurance, unless the employee is on approved leave under the Family and Medical Leave Act. In such a case, the employee will need only to make arrangements with the Auditor's Office to submit their normal monthly contribution.

Section 4. An employee on an extended unpaid personal leave does not earn seniority, sick leave, or vacation leave, nor is said employee entitled to any holiday pay for holidays that occur while on such leave, nor does this leave constitute a break in active service for the purposes of seniority.

**ARTICLE 36
UNPAID DISABILITY LEAVE**

Section 1. An employee may request an unpaid disability leave if the employee is injured (excluding work-related injuries which are covered under Ohio Workers' Compensation), becomes ill or physically or mentally incapacitated and is unable to perform the essential functions of his or her position. An employee must exhaust accumulated sick leave, accrued vacation leave, and any applicable family and medical leave (FML) prior to requesting unpaid disability leave. The employee must provide acceptable medical documentation of the nature of the injury, illness, or condition, inclusive of the probable date of return, in order to be approved for unpaid disability leave.

Section 2. The Employer may place an employee on an unpaid disability leave after the employee has exhausted accumulated sick leave and vacation, if the Employer determines that the individual is unable to perform the regular duties of their position

because of illness, injury, or other physical or mental disability. Prior to such determination, the Employer may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination.

Section 3. Within six (6) months from the effective date of the unpaid disability leave, the employee may apply in writing for reinstatement accompanied with adequate and sufficient medical documentation to justify his ability to return to work. If an employee is not able to return to work within six (6) months, an extension of unpaid disability leave may be granted at the discretion of the Employer. However, in no event will time on family and medical leave and unpaid disability leave exceed twelve (12) months. After receipt of a timely application for reinstatement, the Employer may require an examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. The cost of the examination shall be at the Employer's expense.

If the examination disclosed that the employee has recovered from the disability and is otherwise able to perform the essential functions of his or her position with or without reasonable accommodation, if applicable under the Americans with Disabilities Act as Amended (ADAAA), the Employer shall reinstate the employee within thirty (30) calendar days from the date of written application to his or her former position or to a similar position.

**ARTICLE 37
FAILURE TO RETURN FROM LEAVE**

Section 1. Failure of any employee to timely return from any authorized paid and/or unpaid leave, within three (3) days of expiration of said leave, shall be deemed a constructive resignation, effective with the date of expiration of the leave. However, an employee may request an extension.

**ARTICLE 38
HOLIDAYS**

Section 1. The following legal holidays will be observed for all employees as paid days at the regular rate of pay:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Presidents' Day
Veterans' Day
Martin Luther King Day
Columbus Day
Christmas

Section 2. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. A full-time employee who works a schedule other than Monday through Friday will be entitled to holiday pay for holidays observed on his day off.

Section 3. If an employee is on approved sick leave and receiving sick leave pay, and a holiday falls during said leave, the employee shall not be charged sick leave for said day.

Section 4. In observance of each recognized holiday, employees may be granted the day off from work. Full-time employees shall receive eight (8) hours straight time holiday pay for each recognized holiday. Part-time employees shall receive pay only for those holidays and hours they would have otherwise been scheduled to work.

Section 5. An employee required to work on an observed holiday shall be entitled to time and one-half (1 ½) compensation for all such hours actually worked, provided the employee actually works the scheduled day before and scheduled day after the holiday. Hours actually worked on a holiday shall count towards actual hours worked for purposes of overtime computation. No employee shall be paid overtime/premium pay for the same hours. The parties recognize the practice of the Employer to open for business on Martin Luther King Day, Presidents' Day, Columbus Day, and Veterans' Day.

ARTICLE 39 JOB POSTING/BIDDING

Section 1. Whenever the Employer determines that a permanent full-time position vacancy exists within the bargaining unit, a notice of vacancy will be posted within the Department for a period of five (5) work days. Applicants may apply for the position by completing an application form and submitting it to the Director of Operations by the posting deadline. The Employer shall not be obligated to consider any applications submitted after the expiration date of the posting.

Section 2. The job posting shall contain the classification title, rate or range of pay, minimum qualifications for the position, licensing or certification requirements, and a brief summary of the job duties.

Section 3. Promotions from within the bargaining unit will be awarded to the most qualified bidder. Every applicant shall be considered based upon the following criteria: work experience, education, skill and abilities, interview of applicants, personal references, seniority, and/or job performance. Each applicant shall be considered based upon the criteria to determine qualifications to perform the essential functions of the

position. If two (2) or more applicants are considered substantially equal, the position will be awarded to the most senior bidder. If there are no qualified internal applicants, the position may be filled by hiring an outside applicant. "Promotion," for purposes of the agreement, shall mean placement into a position which carries a higher pay rate or pay range than that previously held.

Section 4. A promoted employee will be required to satisfactorily complete the required probationary period. If an employee is promoted to a higher classification and fails to perform satisfactorily, he or shall be returned to his or her former classification, provided that such unsatisfactory performance is not cause for termination from employment. Any employee hired to replace the promoted employee will be displaced to another, similar, vacant position within the bargaining unit for which he or she is qualified, if available, or terminated.

ARTICLE 40 LAYOFF AND RECALL

Section 1. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, due to lack of work, lack of funds, and/or job abolishment, the Employer shall notify affected employees in writing at least seven (7) calendar days in advance of the effective date of the layoff. A copy of the notice(s) shall be submitted to the Union.

Section 2. The Employer shall determine the classifications, employment status, and number of employees to be affected by any layoff. Layoff shall occur by inverse order of seniority of affected employees within the applicable classification(s).

Section 3. Any employee receiving notice of layoff shall have five (5) working days following receipt of notice in which to exercise his right to displace ("bump") a less senior employee in a lower classification within the bargaining unit. The more senior employee must be presently qualified to perform the full duties and responsibilities of the lower classification without further training, as determined by the Employer. Lower classification shall mean a classification with a lower base rate of pay. In accordance with the provisions herein, a laid off employee may also exercise his right to displace (bump) a part-time employee within the same classification, or within a lower classification, in the bargaining unit, provided the laid off employee is presently qualified to perform the full duties and responsibilities of the lower classification without further training as determined by the Employer.

Section 4. Employees who are laid off will be placed on a recall list for a period of two (2) years from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled. Employees shall be given fourteen (14) calendar days advanced

notice of recall, and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

Section 5. In the event an employee is laid off, he shall receive payment for any earned but unused vacation and compensatory time as quickly as practicable, but not later than thirty (30) calendar days following the effective date of layoff.

ARTICLE 41

MILEAGE, TRAVEL, SEMINARS, CONFERENCES, AND TRAINING SESSIONS

Section 1. Any employee attending a required or prior approved work related seminar, conference, or training session (hereinafter referred to as conference) shall be reimbursed for all reasonable and related expenses in accordance with the provisions set forth herein.

Section 2. Prior to attending any conference, the employee must submit a request form along with an estimate of the specific expenses involved. Initial approval shall be at the discretion of the department head, and shall be subject to approval and an availability of funds as certified by the Board of County Commissioners.

Section 3. The actual costs of lodging, turnpike tolls, parking, and registration fees will be reimbursed provided actual receipts/documentation are submitted for each expense. The Employer reserves the right to question the reasonableness of an expense, may arrange for reasonable lodging, and may reject the actual cost if determined to be excessive, and pay only the prior approved estimated expense. Meal costs shall be reimbursed in accordance with the provisions of this article. If an employee's spouse also attends the conference, no reimbursement will be made for his/her added costs or expenses.

Section 4. Actual receipts/documentation for expenses are to be submitted along with an expense account voucher to the department head. Reimbursement of approved expenses will be made in accordance with established payment cycles.

Section 5. An employee shall not suffer any straight time loss of pay for regularly scheduled work hours as the result of attending any required or prior approved conference.

Section 6. Employees required to use their personal car in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the rate currently established by the Board of Commissioners, but employees shall not be

entitled to reimbursement unless the use of their personal vehicle was authorized in advance by the department head or designee.

Section 7. When an employee is required to be away from the work place in the performance of his or her job, the employee shall be reimbursed for his or her meals at the following rate of pay:

Breakfast (up to 9:00 a.m.)	Actual cost of the meal up to \$6.00
Lunch (up to 1:00 p.m.)	Actual cost of the meal up to \$8.00
Dinner (up to 6:00 p.m. or later if overnight stay)	Actual cost of the meal up to \$12.00

Section 8. Receipts covering expenses must be submitted to the supervisor/department head along with an expense account voucher in order to receive payment as specified in Sections 1 and 2 herein.

ARTICLE 42 UNIFORMS

Section 1. The Employer will provide uniforms, inclusive of laundering, for each employee who is required to wear a regulation uniform while on duty.

Section 2. Inclement weather gear (i.e., raincoats, rubber boots, and gloves) will be made available for use on an as-needed basis).

Section 3. Carharts will be provided to employees at the Landfill every three (3) years, or as otherwise needed as determined/approved by the Employer.

ARTICLE 43 WAGES

Section 1. The parties agree to a three percent (3%) wage increase for year one of the collective bargaining agreement that shall be retroactive to December 1, 2012. There will be wage reopeners for years two and three of the agreement. The parties agree to begin to negotiate the matter of these wage increases no later than October 31, 2013 and October 31, 2014 respectively.

Section 2. Newly hired employees are compensated at the start rate, fifty cents (\$.50 per hour less than the appropriate base rate of pay as reflected above, and shall advance to the appropriate base rate of pay upon completion of one (1) year of service.

Section 3. "Promotion" for purposes of this agreement shall mean the act of placing an employee into a classification with a higher starting rate of pay. "Demotion" and/or

“reduction” for purposes of this agreement shall mean the act of placing an employee into a classification with a lower starting rate of pay. Whenever an employee is promoted, he shall be placed at the step in the higher classification which grants an increase. Whenever an employee is demoted or reduced, he shall be placed at Step 1 in the lower classification.

**ARTICLE 44
PERS TAX DEFERRAL**

Section 1. The County shall continue the tax deferred contributions to the Public Employees Retirement System (PERS) paid and submitted on behalf of the employees in the bargaining unit, utilizing the salary reduction method under the following terms and conditions.

- A. Employees shall contribute ten percent (10%) of their bi-weekly pay, or any statutorily mandated increase or decrease, to the Ohio PERS. The employee’s pay shall be reduced by an amount equivalent to this contribution so that state and federal taxes on the contribution are deferred. This contribution shall be applied uniformly to all members of the bargaining unit.
- B. Should the IRS or Ohio PERS change their rules and regulations, making this section, as it applies to tax deferability, prohibited or unworkable, the parties agree to comply with the amended rules and regulations.
- C. The Employer shall continue to pay the Employer’s contribution in the amount required by Ohio Revised Code and/or Ohio PERS.

**ARTICLE 45
LONGEVITY**

Section 1. All employees on the active payroll as of December 31st of each year who completed five (5) years of service shall receive Longevity Pay. The longevity payment shall be seventy-five (75) dollars per year of service for all full years of service with Huron County as of December 31st to a maximum of two-thousand two-hundred and fifty dollars (\$2,250). Such Longevity Pay shall be paid the first pay period of December.

Section 2. Part-time and/or Seasonal Employees shall be eligible for a pro-rata portion of any longevity payment to which they would otherwise be entitled.

ARTICLE 46
HEALTH/MEDICAL COVERAGE

Section 1. Employees shall be given the same choice of coverage, at the same cost as provided to non-bargaining employees of the Board of County Commissioners. Should the Employer wish to change the coverage, plan design or premium paid, consistent with the above provision, the Employer will provide thirty (30) days notice to the Union prior to the change becoming effective.

Section 2. One bargaining unit employee selected by the Union may participate in the Employee Benefit Review Committee. Recommendations of the committee to the Board of County Commissioners are advisory only, however, should the Board of County Commissioners adopt the recommendation of the Committee, it is the intent of the parties that such change be applied to bargaining unit employees without further negotiation, except for notice required under Section 1 above.

A participating employee may elect single or family coverage as applicable. Costs for coverage in excess of the maximum amounts set forth above shall be paid for by the participating employee, through payroll deduction, in order to continue coverage.

Section 3. Permanent part-time employees scheduled and working at least twenty (20) hours per week shall be eligible to receive single coverage in accordance with the provisions of Section 2 above.

ARTICLE 47
EARNED PAY/BENEFITS

Section 1. When an employee chooses to leave the employ of the Employer, two (2) weeks advance written notice is normally required, unless extenuating circumstances exist which would prevent such notice.

Section 2. When an employee resigns, retires, or otherwise terminates his/her employment, he shall receive payment for regular and overtime pay, accrued and unused vacation, any applicable compensatory time, and any other specified contract benefits, less normal and any applicable final deductions.

Section 3. In the event of the death of an employee, any monies due in accordance with this agreement shall be paid to the employee's spouse or his estate.

ARTICLE 48
RESIGNATION/TERMINATION/RETIREMENT

Section 1. When an employee chooses to leave the employ of the Employer (other than retirement), written notification at least two (2) weeks in advance of the effective date is usually required, except where extenuating circumstances arise.

Section 2. When an employee retires, the employee shall provide the County with written notice of the employee's intent to retire at least thirty (30) days in advance of the effective date and provide satisfactory evidence that employee's retirement is under the Ohio Public Employees Retirement System, or another Ohio Employee Retirement System.

Section 3. An employee shall receive payment for earned and unused leave according to the following provisions:

- A. The employee must have ten (10) or more years service with the County;
- B. Pay shall be based on the employee's rate of pay at the time of retirement or resignation;
- C. An employee shall be paid, in full, for any credited but unused vacation leave;
- D. A retiring employee shall be paid for accrued but unused sick leave as follows:

An employee at the time of formal retirement from active service with the Employer shall be paid one-fourth (1/4) of the value of his earned but unused sick leave up to a maximum of forty-five (45) days of pay (i.e., one-fourth [1/4] of up to one hundred eighty [180] days or a maximum three hundred sixty [360] hours of pay). An eligible employee retiring from active service must complete a "sick leave payment upon retirement" form to initiate the payment process.

- E. An employee shall be compensated for any accrued but unused compensatory time.

Section 4. Upon retirement or resignation, payment for vacation and sick leave as stipulated above shall eliminate any and all credit otherwise credited to the employee.

Section 5. Employees who do not provide the required written notice to the Employer of intent to resign or retire, and absent themselves from work for more than three (3) days are subject to discharge for neglect of duty and absence without leave. An employee who is terminated from employment or fails to give the required notice for resignation or retirement shall not receive payment for accrued but unused vacation or

sick leave, but will receive pay for accrued but unused compensatory time in accordance with Section 3 (E) herein.

**ARTICLE 49
SEVERABILITY/CONFORMANCE OF LAW**

Section 1. In the event any provision of this agreement is held invalid by any court of law of proper jurisdiction, such provision shall be deemed null and void to the limits imposed by the law. The parties, upon the written request of either party, shall immediately meet in an attempt to negotiate necessary language to make the remaining provisions whole.

**ARTICLE 50
MODIFICATION**

Section 1. Any additions or modifications to the terms of this agreement, or the negotiation of the application and/or interpretation of provisions of this agreement, may be made during the term of this agreement only by mutual agreement of the parties.

**ARTICLE 51
ENTIRE AGREEMENT**

Section 1. The parties acknowledge that this agreement results from the unlimited right and opportunity to make demands, proposals, concessions, and counterproposals in the negotiation process to any subject matter of which the State Employment Relations Board imposes an obligation to bargain. The understandings and agreements arrived at by the parties resulting from the exercise of that right and opportunity are set forth in its entirety in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each knowingly, voluntarily, and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to, or not covered or specifically referred to, in this agreement, even though such matters may not have been with the knowledge of either party at the time they entered into this agreement.

Section 2. This agreement supersedes all previous understandings and practices between the parties and specifically sets aside Ohio civil service laws and related rules and regulations, where specifically referenced in the express terms of this agreement.

Section 3. The provisions of this agreement establish certain rights and benefits for the Union and employees which shall only be co-extensive with the terms of this agreement, and such rights and benefits shall terminate and cease upon the termination of this agreement, except as mutually agreed to and as affected by operation of law.

**ARTICLE 52
EMERGENCY SITUATION**

Section 1. In cases of emergency affecting the Employer's operation, declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Employer, and/or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management and/or Union replies on grievances; and
- B. All existing work rules and/or agreements and practices relating to the assignment of employees.

Section 2. Employees are to report for work under emergency conditions in keeping with related provisions of this agreement, work rules, and according to established emergency work procedures in effect by the Employer.

**ARTICLE 53
DURATION**

Section 1. This agreement shall be effective as of December 1, 2012, and shall remain in full force and effect through November 30, 2015, midnight.

Section 2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall attempt to commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. Nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement, provided such amendment is reduced to writing and signed by both parties. Other management rights/subjects not addressed herein remain reserved to the Employer for the term of this agreement.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on this _____ day of _____, 2013.

FOR THE EMPLOYER

FOR THE UNION

Date: _____

Date: _____

SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on this 1st day of December, 2013.

FOR THE EMPLOYER

Greg W. Bann
[Signature]
[Signature]
[Signature]

Date: 12/1/13

FOR THE UNION

[Signature]
Chris Hargrett
[Signature]
[Signature]

Date: 12/1/13