



12-MED-10-1106
0648-01
K29495
04/23/2013

CONTRACT

BOARD OF ERIE COUNTY

COMMISSIONERS

[SANITARY ENGINEER]

AND

A.F.S.C.M.E. COUNCIL 8

AFL/CIO

LOCAL 3081

01/01/2013 THROUGH 12/31/2015

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**ARTICLE 1
PREAMBLE**

1.01 This Agreement entered into by the Board of Erie County Commissioners/Erie County Sanitary Engineer, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 2
UNION RECOGNITION**

2.01 The Employer recognizes the Union, pursuant to 85-RC-05-3640/ 3670; 90-REP-09-0214; 91-REP-05-0151; 92-REP-08-0163; 97-REP-08-0208 as the exclusive bargaining agent for the purpose of the establishment of wages, hours of work, and all other conditions of employment for the bargaining unit employees. The positions of the bargaining unit are all employees, of the Erie County Sanitary Engineering Department including and excluding as follows:

INCLUDED:

Account Clerk I, II
Assistant Scale Attendant
Engineering Technician I, II, III
Equipment Operator I, II, III
Laboratory Technician I, II
Laborer
Maintenance Repair I, II, III
Plant Operator I, II, III
Scale Attendant
Treatment Plant Technician
Laboratory Assistant
Assistant Superintendent
Intermittent employees
Dispatcher/Clerk
Computer/Data Operator
Equipment Repair II, III
Environmental Specialist

EXCLUDED:

All management, professional, supervisory, confidential, seasonal and casual employees, as defined in the Act (O.R.C. 4117) including employees employed in the following classification(s): Sanitary Engineer, Coordinator, Administrative Secretary, Account Clerk III, Laboratory Manager, Superintendent, Environmental Officer/Supervisor, Accountant I, Fiscal Officer I, and Accountant/Office Manager.

2.02 In the event a new job is established it is agreed between the parties that discussion shall take place to determine whether or not a job shall be included in the bargaining unit. If it is agreed that the position should be placed in the AFSCME bargaining unit, the Employer and the Union will negotiate the terms and condition, including salary, of such position. Failure to agree on a rate will result in the implementation of the Employer's final offer. This disputed implementation will be subject to the Grievance Procedure. In the event any existing bargaining unit job has been or shall be established or if any existing bargaining unit job class is to be

considered for reclassification, the Employer agrees to negotiate with the Union as to whether the job class is to be in the bargaining unit. Should the parties agree that said position should properly be included in the bargaining unit, the job class shall be allocated to the established bargaining units. If an agreement cannot be reached between the parties as to whether a job class is to be in the bargaining unit, the parties agree to submit the dispute to the State Employment Relations Board (S.E.R.B.) for its determination. SERB's ruling shall be binding on the parties.

2.03 The Parties agree that the classifications of Laboratory Technician 1 and 2, as well as Engineering Technician 2 will be permitted to perform the duties of environmental monitoring. Any employee who as of the date of the signing of this Agreement is performing those duties will be in one of those classifications.

ARTICLE 3 MANAGEMENT RIGHTS

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

- a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- f. Determine the adequacy of the workforce;
- g. Determine the overall mission of the Employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit.

3.02 The Parties understand that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affects wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. An employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4 STEWARDS/REPRESENTATIVES/OFFICERS

4.01 The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal hours of work. The Union representatives agree that such visitations shall be for the purposes of meeting the conditions of this Agreement, and/or the requirements of representation of the bargaining unit pursuant to the terms of this Agreement, and shall not disrupt the normal operation(s). Upon arrival, the Union representatives shall identify himself to the Employer or its representatives.

4.02 The Employer shall recognize one (1) local Union representative per facility for the purposes of processing grievances, and carrying out the requirements of this Agreement. Such representatives shall not be recognized by the Employer as such, until notified of the employee's selection to such a position by the Union.

4.03 The Union shall provide to the Employer an official roster of its officers, stewards, and Union representatives which is to be kept current at all times, and shall include:

- a. Name;
- b. Union office held;
- c. Immediate supervisor;
- d. Work phone number.

The Union will post the appropriate listings on the Union Bulletin Boards.

4.04 The parties agree that the functions of each party, in representing their own interests, shall not be abused by the other party in carrying out the provisions of the Agreement. In the event of grievance meetings, or other meetings where a Union representative's attendance is required by the Employer, should such meetings be held during a representative's normal hours of work, said representative shall not lose any regular straight time pay or benefits for the duration of said meetings.

4.05 The President of the local Union should be the Chief Steward and, in his absence, the Vice President shall serve as Chief Steward.

ARTICLE 5 NON-DISCRIMINATION

5.01 Neither the Employer nor the Union will discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, physical handicap, national origin, marital status, religious affiliation or union affiliation.

5.02 All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

5.03 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

5.04 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

5.05 In the event an employee of the bargaining unit files an appeal to a Federal or State agency regarding items designated in 1, herein, said employee will be prohibited from a filing a grievance on the same incident. Should such an appeal be filed by an employee, simultaneous to the processing of a grievance on the same issue, such grievance shall be deemed null and void.

5.06 The Employer agrees that any Affirmative Action Plan which may be established shall not cause the displacement or reduction of any bargaining unit employee.

ARTICLE 6 CORRECTIVE ACTION

6.01 Bargaining unit employees shall not be disciplined without just cause and without first having had a hearing with a Union representative present, should the affected employee so choose, except as otherwise provided herein. Progressive disciplinary action shall consist of the following: oral reprimand, written reprimand, suspension and/or dismissal.

6.02 Progressive discipline shall take into account the nature of the infractions, an employee's conduct on the job and the employee's record of discipline.

6.03 Discipline will be applied in a corrective, progressive and uniform manner, except where an employee commits an act of gross misconduct. For purposes of this Article, gross misconduct shall include incompetency, inefficiency, dishonesty, drunkenness or using other illegal drugs on the job, gross insubordination, or illegal possession of firearms. An employee who is suspected of being under the influence of alcohol or other illegal drugs may be required to submit to a sobriety test or medical examination, the cost of which shall be borne by the Employer.

6.04 Copies of all written disciplinary actions shall be forwarded to an affected employee and the Union when said charges are filed.

6.05 Records of disciplinary actions shall have no force and effect or be considered in future discipline matters twenty-four (24) months after effective date, providing there are no intervening disciplinary actions taken during that time.

6.06 The parties agree that all hearings shall be conducted in a businesslike manner.

6.07 Appeals from any discipline shall be in the form of a grievance and filed pursuant to the grievance/arbitration procedure herein.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 DEFINITION. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving as to him the meaning, interpretation, or application of the express written provisions of this Agreement. The term "grievance" shall also refer to a group of employees having the same grievance.

7.02 SETTLEMENT PROCEDURES. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the Grievance Procedure and to keep the effort to settle the procedure free of unmeritorious grievances. The Employer, Union steward, and the Superintendent or supervisor shall first attempt to settle any grievances informally. Should the matter remain unresolved, then the grievance shall be processed in the following manner:

STEP 1. Employee(s) along with his steward who has a grievance shall submit it to his Superintendent or supervisor in writing. The Superintendent shall give his written answer within two (2) working days after such presentation.

STEP 2. If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Engineer within five (5) working days after the Employer's answer in Step 1 and shall be signed by both the employee(s) and the authorized representative of the Union. The Engineer and/or his representative shall discuss the grievance within five (5) working days of receipt of the grievance with the authorized Union representative at a time mutually agreeable to the parties. The employee/grievant (or, in the case of group grievances, at least one of the employee/grievants) must be present at such discussion period. If no settlement is reached, the Engineer or his representative shall give the Employer's written answer to the Union within five (5) working days following their meeting.

STEP 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Employer (Erie County Commissioners) or its designated representative, within five (5) working days after the Engineer's answer in Step 2. A meeting between the Employer and/or its representative, and the authorized representative of the Union shall be held within five (5) working days at a time mutually agreeable to the parties. The employee/grievant (or, in the case of group grievances, at least one of the employee/grievants) must be present at such meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer or its representative and the staff representative of the Union. If it is not settled,

the Employer or its representative shall give the Employer's written answer to the Union within ten (10) working days following the meeting.

STEP 4. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Employer's answer in Step 3. The parties, by mutual agreement in writing, may submit more than one grievance to the same arbitrator. The parties shall immediately request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Both the Employer and the Union shall alternatively strike names from the panel. The party submitting the grievance to arbitration shall strike the first name, the other party shall then strike a name, and the process shall continue until one name remains. The remaining person shall be notified of his selection by the parties.

7.03 AUTHORITY OF ARBITRATOR. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue(s) submitted to him by the parties, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision on any other issue not submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit, in writing, his decision to the Employer and to the Union within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding.

7.04 EXPENSES OF ARBITRATION. The fee and expenses of the arbitrator, shall be borne by the losing party. The cost of a written transcript shall be divided equally between the Employer and the Union when both parties have requested same. However, each party shall be responsible for its own costs and expenses. In the event a grievance is appealed to arbitration, the Grievant, the Union Steward and the Union President may attend the arbitration hearing without any loss of pay during their regularly scheduled hours of work. Employees who are called by either party as witnesses and who actually give nonrepetitive testimony, shall lose no pay for the time necessary for them to testify at said hearing during their regularly scheduled hours of work.

7.05 TIME LIMIT FOR FILING. No grievance shall be entertained or processed unless it is submitted in writing within seven (7) working days after the first occurrence of the event giving rise to the grievance, or within seven (7) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. 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 representative involved in each step. 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.

7.06 EXPEDITED PROCESSING OF GRIEVANCES. 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.

7.07 SELF REPRESENTATION. Employees covered by this Agreement may request to represent themselves in a grievance hearing; however, no settlement shall conflict with any provision(s) of this Agreement. The Union shall have representatives present during any such hearing.

ARTICLE 8 RULES AND REGULATIONS

8.01 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

8.02 It is the Employer's intention that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances. Work rules, regulations, policies and procedures shall not be adopted or established that are in violation of the express terms of this Agreement.

8.03 Each employee shall receive a copy of the Employer's handbook/personnel policies containing those rules and regulations which have been adopted. Any additions or amendments to the handbook/personnel policies or any additional work rules or regulations shall be reduced to writing, posted on department bulletin boards, and signed by all bargaining unit employees, to acknowledge the awareness of the addition or amendment, within five (5) work days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) work days upon return to work. This does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period (i.e., person sick leave and/or a safety issue).

8.04 Unless an employee is late to work due to conditions beyond the employee's control and/or without approved excuse(s), he may be docked for such tardiness in increments of fifteen (15) minutes, or the number of minutes actually late, whichever is greater. However, repeated and continual tardiness may subject an employee to disciplinary action.

ARTICLE 9 SUPERVISORY EMPLOYEES

9.01 Bargaining unit employees shall not be displaced or laid off as the result of supervisory personnel doing bargaining unit work.

9.02 The parties agree that supervisory employees may give training, instructions and/or direction(s) to the bargaining unit employees, and may perform bargaining unit work in the event of an emergency, when all available employees are working, in the event there are no bargaining unit members available to perform the work, pursuant to the call-in and/or overtime provisions herein.

9.03 The provisions of this Article shall not apply to the Laboratory Manager, Accountant/Office Manager or Fiscal Officer I classifications.

ARTICLE 10 PROBATION PERIOD

10.01 NEW HIRE. Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Probationary employees may be removed without recourse during their initial probationary period. Probationary newly hired employees may not file grievances nor may they bid out of their current position until they have satisfactorily completed their initial probationary period.

10.02 PROMOTED EMPLOYEES. A newly promoted employee shall serve a probationary period of ninety (90) calendar days. Should any employee be reclassified because of a job audit, that employee shall not be required to serve a probationary period. In the event an employee cannot meet the requirements of the promoted job, said employee may request a return to his

former position or a similar position. The Employer may permit such a move provided it meets with the operational needs of the department.

In the event an employee fails to qualify and perform the functions of the promoted job to the satisfaction of the Employer, said employee will be placed back into the same or a similar position in the classification held prior to the promotion, in either case, without loss of unit seniority.

ARTICLE 11 VACANCY, PROMOTIONS & LATERAL TRANSFERS

11.01 The Parties agree that all transfers and promotions to positions covered by the Agreement shall be filled in accordance with this Article. Probationary newly hired employees may not bid out of their current position until they have satisfactorily completed their initial Probationary Period.

11.02 Whenever the Employer determines that a permanent vacancy exists, and/or has created a new position, a notice of such vacancy together with the qualifications for the position, shall be posted on the employee's bulletin board for five (5) working days. During the posting period, anyone wishing to apply for the vacant and/or newly created position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date.

11.03 The Union shall receive copies of all job openings and new jobs created on the first day of the posting. All openings shall contain the following: job classifications, brief description of the job, rate of pay, name of the last person (if any) who held the job, and location of same and the employee(s) bidding. The Union shall receive notice as to who was awarded the job and those who submit bids, and the criteria that the Employer used in awarding the position.

11.04 If there are two (2) or more qualified employees who bid for a given opening, seniority shall govern where skill, ability, and qualifications are substantially equal.

11.05

- A. A senior qualified bidder from within the work unit division in which the opening exists shall be considered first, in accordance with their seniority standing. If there are no qualified senior bidders from the work unit/division in which the opening exists, then senior qualified bidders from other work units/division shall be considered, and the job shall be awarded to the senior qualified employee from another work unit/division that is bidding.
- B. Any employee who accepts a job opening pursuant to this Article and fails to demonstrate his ability to perform the work involved within ninety (90) days shall be retransferred to the job he formerly held, displacing the employee (if any) who replaced him, without loss of work unit/division seniority. The displaced employee shall also have the ability to be retransferred back to his formerly held position, displacing the employee, if any, who replaced him, without loss of work unit/division seniority. An employee may also voluntarily return to his former position during the ninety (90) day probationary period, provided said employee gives the Employer at least one week advance written notice.
- C. Any employee who accepts a new job opening in another work unit/division in accordance with this Article shall have his seniority in the new work unit/division commence as of the day the employee enters the new work unit/division.
- D. An employee who is promoted pursuant to the provisions of this Article shall receive the rate of pay of the higher classification from the first day the employee actually performs services in the higher classification.

11.06 The Employer may temporarily fill a posted position until such time it is determined that a senior qualified employee has bid on the vacant position, or until a new employee is hired. If the Employer temporarily fills such an opening, such temporary appointment shall not exceed thirty (30) calendar days.

11.07 Those employees who successfully bid on lateral transfers pursuant to this Article, shall continue to receive their present base rate of pay, as long as the transfer(s) remains in their own classification(s).

11.08 The Wastewater Treatment Division Tuesday through Saturday and Sunday through Thursday shifts will be bid once every two years. Award will be made by seniority i.e. any shifts not bid will therefore be awarded to least senior staff.

ARTICLE 12 LAYOFF/RECALL

12.01 In case of any layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of any impending layoff. The parties will meet to discuss possible alternatives and the impact of any such layoff of bargaining unit employees, prior to any layoffs occurring.

12.02 The Employer may lay off employees due to lack of work or lack of funds. Affected employees shall receive notice of any layoff fourteen (14) days prior to any effective layoff date; and if necessary, in the following order:

- a. temporary employees;
- b. seasonal employees;
- c. provisional employees;
- d. part-time employees whom the parties have agreed are in the bargaining unit;
- e. probationary employees;
- f. in the event of further reductions in force, employees will be laid off from affected classifications in accordance with their seniority and their ability to perform the remaining work available. When two (2) or more employees have equal skill, ability, and qualification, the employee with the least amount of seniority will be laid off first.

12.03 A permanent employee laid off, pursuant to (f) above, may exercise his seniority to displace the least senior employee in an equal-rated job classification or a lower-rated job classification that is available, provided said employee can perform the work of the new position.

12.04

1. **Recall period.** Employees who are laid off shall be placed on a recall list for a period of three (3) years.
2. **Recall to laid-off position.** If a laid-off employee's position becomes available, employees on the recall list, who held that position, shall be recalled in the inverse order of their layoff. An employee shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available.
3. **Recall to other positions.** As work becomes available, those employees on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the available work and are qualified to perform the duties of the job classification to which they are recalled. If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off, in the event it subsequently becomes available.

4. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the work in an affected job classification and are willing to be recalled.
5. An employee who refuses recall to the position from which he was originally laid off shall be removed from the recall list.

12.05 Employees eligible for recall shall be given a fourteen (14) calendar day notice of recall and the notice shall be sent to the employee by certified mail, with a copy sent to the Union. The affected employee must notify the Employer of his intention to return within three (3) calendar days after receipt of a notice of recall.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as an employee's length of continuous service since the latest date of hire with the Employer, in a position covered by this Agreement.

13.02 Upon completion of an employee's initial probationary period, such employee shall acquire seniority which shall be retroactive to his latest date of hire with the Employer.

13.03 The Employer shall provide an annual seniority list for the Union to post on the Union bulletin boards on March 1 of each year of the contract. Copies of personnel action forms will be provided to the Local Union President in cases of new hires or job changes.

13.04 Seniority shall terminate for employees when they:

- a. quit;
- b. retire;
- c. are discharged consistent with the terms of this Agreement;
- d. are laid off for a period in excess of two(2) years;
- e. fail to notify the Employer of his intention to return within three (3) days after receiving notice of recall and/or fails to report for work within fourteen (14) calendar days after having been recalled;
- f. does not report for work for his first scheduled shift after the termination of an authorized leave of absence, unless the employees can provide the Employer with a reasonable excuse for such failure to report.
- g. fail to report for three (3) work days and does not notify the Employer of the reason for the absence.

ARTICLE 14 MILITARY LEAVE

14.01 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. All compensation received from the military duty, less legitimate expenses and allotments, is to be remitted by the employee to the Employer, beyond the 176 hours, unless such duty is performed outside his normal working hours. (ORC 5923.05)

14.02 Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

14.03 Employees covered by this Agreement who enter military service any time after ninety (90) days of employment with the Employer, may be granted military leave without pay for the duration of employment with the Employer. Said military leave may be granted up to four (4)

years. In the event the employee continues said military leave by re-enlistment, the Employer may terminate the employee's service with the County. Upon return to civilian status from a four (4) year military term, the employee shall resume a same or like similar position in the Employer's service, provided a written request for reinstatement, within ninety (90) days of separation from military service, is made to the Employer.

ARTICLE 15 COURT LEAVE

15.01 The Employer shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court, legal administrative tribunal, or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received from the court or jury duty, less legitimate expenses, is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

15.02 Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, any action against the Employer when the employee is a plaintiff, etc. These absences will be approved leave without pay unless the employee wishes to utilize other earned time. Should an employee elect to use earned time, he shall so notify the Employer at least two (2) weeks in advance of his court date, whenever possible.

15.03 It is understood that an employee released from jury duty four (4) hours prior to the end of his scheduled work day, shall report to work for the remaining hours.

ARTICLE 16 UNION LEAVE/DELEGATE LEAVE

16.01 An employee Union representative who is chosen by the bargaining unit as a delegate or alternate to the Union's annual convention, or the convention of the International Union shall be granted time off without pay for the purpose of attending such conventions. Such leave shall be limited to five (5) days duration for each such convention. No more than two (2) such representatives may be granted such leave at any one time. No more than one employee shall be released from each division to attend a union convention(s) at any one given time.

16.02 The local Union President and/or Steward from the bargaining unit may be permitted Union leave without pay, for the purpose of attending special conferences at the AFSCME offices in Toledo or Columbus, provided that such leave does not interfere with the Employer's operations. Such leave shall be limited to a maximum of ten (10) days per year for the unit. No more than one employee shall be released from each division to attend a union convention(s) at any one given time.

16.03 An employee shall provide the Employer with a minimum of fourteen (14) days advance notice of the effective date of any requested Union leave.

16.04 An employee who requests Union leave under the provisions of 16.01 and 16.02 above may utilize his accumulated vacation leave in lieu of time off without pay.

ARTICLE 17 UNPAID PERSONAL LEAVE

17.01 PERSONAL LEAVE OF ABSENCE. Leaves of absence without pay may be requested for personal reasons and other compelling reasons, for periods of up to six (6) months. Leave may be granted for a maximum of two (2) years for purposes of education, which would be of benefit to the county service by improved performance. The authorization for such leave will be at the

discretion of the appointing authority. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. If the employee fails to return to work at the expiration of a leave of absence, the employee will be deemed to be absent without leave. If the absence continues for more than three (3) days, the employee shall be subject to removal.

**ARTICLE 18
VACATION**

18.01 Bargaining unit employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

LENGTH OF SERVICE	VACATION
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

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

18.03 Vacations may be taken in minimum increments of fifteen (15) minute segments. Vacations are scheduled in accordance with the workload requirements of the individual work units. For this reason, the Employer may require vacation requests of one week or more be made thirty (30) days prior to the vacation period, and will post the vacation schedule within thirty-one (31) days. Adjustments to the schedule will be made based upon seniority and in accordance with the workload requirements, as determined by the Employer.

18.04 An employee wishing to change his scheduled vacation of one (1) week or more shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a "first come-first served" basis for those unscheduled and available weeks remaining. The Employer may waive the advance notice if the employee can show that there is a bona fide emergency, or circumstances beyond the control of the employee. The Employer shall have the right to deny vacation requests if workload requirements so mandate; however, the Employer shall not be arbitrary or capricious, in the applications of this Article.

18.05 Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs, or circumstances beyond the control of the Employer.

18.06 Employees may carry over accumulated vacation leave from year to year, up to a two (2) year maximum. Such a request for vacation leave carry over shall be made in writing and approved by the Employer sixty (60) calendar days in advance of the actual carry over. In the request for carry over, the employee shall state the reason(s) for such carry over.

18.07 Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual listed above. In the event the Employer has denied vacation scheduling that takes an employee over the listed schedule, the Employer shall pay off the employee concerning the affected year.

18.08 In the case of the death of a bargaining unit member, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to his estate.

18.09 Employee may request their vacation leave pay by submitting such written request to the Employer no later than thirty (30) days prior to the commencement of scheduled vacation leave.

Vacation leave pay may be available to the employee in advance of the scheduled start of leave.

18.10 The Employer agrees that members of the bargaining unit, hired on or prior to July 5, 1987, who have previously received credit for vacation leave purposes, as the result of previous public employment service in the State of Ohio, shall continue to receive such credit for the life of this Agreement. Any member of the bargaining unit hired after July 5, 1987 shall have his prior service with any public employer, as verified by the Ohio Public Employees Retirement System, within the State of Ohio counted for the purpose of computing vacation leave. The Employer agrees that no current bargaining unit members will be adversely affected by the implementation of this.

18.11 For each year of the contract 2013, 2014, 2015, each employee will have the option to cash in a forty (40) hour block of accumulated vacation time at their current rate of pay by December 31st of each year; normal withholding will apply.

ARTICLE 19 SICK LEAVE

19.01 CREDITING OF SICK LEAVE. Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours in active pay status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

19.02 EXPIRATION OF SICK LEAVE. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave, at the discretion of the Employer.

19.03 CHARGING SICK LEAVE. Sick leave shall be charged in minimum units of one quarter-hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work regular hours. Sick leave shall not be paid during scheduled overtime. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

19.04 USES OF SICK LEAVE. Sick leave shall be granted to an employee upon approval of the Employer or his designee for the following reasons:

- a. illness or injury of the employee; or,
- b. death of a member of his immediate family; or,
- c. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non- working hours; or,
- d. if a member of the immediate family is afflicted with a contagious disease or requires the care and attention 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; or,
- e. pregnancy and/or childbirth and other conditions related thereto.

For purposes of sick leave determination, members of an employee's immediate family are considered to be: mother, father, brother, sister, child, spouse, grandparent, grandchild, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, legal guardian, or other person who stands in the place of a parent.

19.05 EVIDENCE REQUIRED FOR SICK LEAVE USAGE. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written signed sick leave statement, or a physician's certificate may be grounds for disciplinary action.

19.06 NOTIFICATION BY EMPLOYEE. When an employee is unable to work, he shall notify his immediate supervisor or other designated person as soon as possible and/or no later than one-half (1/2) hour before the time he is scheduled to report to work on each day of absence,

unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

19.07 PHYSICIAN'S STATEMENT. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where the employee is absent for four (4) or more consecutive days due to illness, or if the Employer determines that there is a pattern of abuse of sick leave, the employee may be required to furnish a statement from a licensed physician, notifying the Employer that the employee was unable to perform his duties. Appointment cards will not be accepted in lieu of a physician's statement.

19.08 PHYSICIAN'S EXAMINATION. The Employer may require an employee to take an examination conducted by a licensed physician or psychologist, selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified to perform his duties, the employee may be placed on sick leave or disability leave. The cost of the aforementioned examination shall be paid by the Employer.

19.09 RETIREMENT ACCRUAL PAYOUT. Those employees covered under this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at 1/4 of 960 hours of sick leave.

19.10 FUNERAL LEAVE. Five (5) days paid leave, which shall not be charged against sick leave, may be granted to the employee who provides proof of attendance at the funeral of: mother, father, spouse, child, brother, sister, stepmother, stepfather, stepbrother, stepsister, stepchild, grandchild, step grandchild, or grandparents who serve as loco parentis. Up to three (3) days, which will not be charged against sick leave, paid leave may be granted to the employee who provides proof of attendance at the funeral of father-in-law and mother-in-law. Up to two (2) days, which shall not be charged against sick leave, paid leave may be granted to the employee who provides proof of attendance at the funeral of: brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or grandparents. All funeral leave shall be consecutive work days, with the day of the funeral included in said days. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the employee's immediate supervisor. Additional time, to be charged against sick time accrual may be granted due to circumstances beyond the control of the employee. Any Funeral Leave which is not charged against accrued Sick Leave is considered active pay status under Article 22, Hours of Work/Overtime.

19.11 RETENTION OF SICK LEAVE. An employee who transfers from another public agency to the county shall retain credit for any sick leave earned, so long as he is employed by the department, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment, provided such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

19.12 In the event there may occur alleged abuses of sick leave by an employee, discussions may be held in Labor/Management Meetings, to attempt to correct same. Abuses may subject an employee to discipline, pursuant to Article 6, Corrective Action, of this Agreement. In the event an employee establishes patterns of abuse of attendance, said employee may be subject to the progressive disciplinary procedure of this contract. The Employer shall not be arbitrary or capricious regarding the application(s) of this Article.

**ARTICLE 20
HOLIDAYS**

20.01 Employees shall be entitled to the following paid holidays:

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

The Parties agree that if the Erie County Board of Commissioners passes a resolution which substitutes the day of Christmas Eve for Columbus Day as a paid holiday, this section will be amended to add Christmas Eve and delete Columbus Day.

20.02 In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

20.03 If an employee's work schedule is other than Monday through Friday, he is entitled to the holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

20.04 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in 1 above when no work is performed on such holidays.

20.05 The employee must be on the active payroll (i.e., actually receives some pay) during the week in which the holiday falls in order to be entitled to receive any said holidays.

20.06 The employee must be on active payroll status on the work day before and the work day after a holiday to receive paid holiday hours. Sick leave use will be considered active pay status when a physician's certificate/note supports the absence.

**ARTICLE 21
PERSONAL TIME**

21.01 All full-time employees covered by this Agreement shall be entitled to 32-hours of personal time off with pay in 2013 and 2014, and in 2015 shall be entitled to the same personal time off with pay as DOES management, but not less than 24 hours. All employees must have successfully completed their probationary period to be eligible for the personal time.

21.02 Such personal time may be taken in quarter hour increments and shall be scheduled by an employee in the contract year said personal time is earned. There shall be no carry over of personal time. **Personal time is not paid out at the time of termination or retirement.**

21.03 Employees shall take said personal time at his choosing, with the following criteria:

- a. Normal request for personal time must be made in writing to the Employer or its designee sixteen (16) hours in advance of the intended time off, except in a case of an emergency.
- b. Said time off shall not be in conflict with the operations of the department.
- c. The Employer or its designee shall give written approval of said request.

21.04 Should an employee not attempt to schedule his personal time off by thirty (30) days prior to the end of the contract year in which said time was earned, he shall forfeit said personal time and not be entitled to compensation for such time.

ARTICLE 22 HOURS OF WORK/OVERTIME

22.01 The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of at least a thirty (30) minute lunch period, as determined by the policy of each division. The standard work day shall be eight (8) hours, beginning with the start of each employee's scheduled shift and ending eight and one-half (8 1/2) or nine (9) hours later, depending on the present lunch period policy of each division. When operational needs of the department allow, employees shall be scheduled for five (5) consecutive work days in a standard work week.

22.02 Employees may be entitled to two (2) fifteen minute (15) breaks during the scheduled full-time shift. One break may be taken in the first half of the time period, the other in the second half of the time period. Said fifteen (15) minute breaks may not be used before or after scheduled lunch period or to extend the lunch period, except in rare circumstances with prior supervisory approval. All breaks may be taken in a manner not to disrupt the operation of the agency.

22.03 Employees shall be entitled to overtime compensation at one and one-half (1 1/2) times their regular rate of pay for time worked in excess of forty (40) hours per week. Such overtime compensation shall be paid in cash. Active pay status shall also be defined as sick leave, holidays, vacation and personal leave for purposes of the forty (40) hour work week.

22.04 Employees working more than twelve (12) consecutive hours will be paid double time for hours thirteen (13) and beyond.

22.05 For purposes of this Article, paid sick leave shall be considered time worked for the purposes of calculating overtime for the first 8 hours of the standard work day. No sick leave will be paid during scheduled overtime outside of the normal work day. Time spent overnight on official County business shall not be considered time worked for the purposes of calculating overtime.

22.06 Overtime will be distributed as equally as possible among employees by consideration of classification, seniority, and qualifications of those employees who normally perform such work. A log book shall be kept, which shall indicate all overtime hours worked, hours refused and instances when an employee cannot be reached. Should an employee refuse or not be at home when contacted for an overtime opportunity, such employee shall be charged for such hours as if worked.

22.07 Any employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1½) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of pay (1½ times the single rate) shall not be considered in determining an employee's regular rate of pay for the purposes of calculating overtime compensation which may accrue in such work week (i.e., pyramiding of overtime is not permitted).

22.08 An employee who is called back to work after having completed his regular shift shall receive one and one-half (1½) hours of pay at his straight time hourly rate for each call out, plus, time actually worked at the rate of time and one half (1½) of the employee's regular hourly rate for all hours worked.

22.09 An employee who works four (4) hours of overtime, contiguous to his regular shift, or works four (4) hours or more of emergency overtime, shall be permitted a rest/or lunch break for each four (4) hours of such work.

Employees shall be entitled to a reasonable amount of clean-up time, in accordance with Departmental past practice(s).

22.10 The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 ½) basis. The maximum accrual, per calendar year, shall be forty (40) hours. When the maximum hours of compensatory time accrual is attained, payment for overtime work shall be made. Compensatory time must be used within one hundred eighty (180) calendar days from when it was earned. Compensatory time not used within one hundred eighty (180) calendar days shall be paid to the employee at the employee's current rate of pay. Employees may request to use compensatory time off in accordance with the practice currently being used for all paid time off requests. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the higher of:

1. The final regular rate received by the employee; or,
2. The average regular rate received by the employee during the last three (3) years of employment.

ARTICLE 23 STAND-BY PAY

23.01 Stand-by pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during his normal off-duty hours. The Stand-by period shall be from 0001 hours Sunday through 2400 hours the following Saturday.

23.02 Stand-by assignments shall be voluntary and rotated as equally as possible, unless a sufficient number of employees fail to volunteer. In such an event, the Employer shall assign the least senior employee, in the affected divisions to such duty.

23.03 The Employer, or his designee, shall post a schedule notifying the employees of those employees that have signed up for stand-by periods, or who are assigned according to the provisions of §23.02.

23.04 The rate of standby pay is in accordance with §30.02, Standby Rate. During an employee's stand-by period, a county vehicle will be available for the employee's use.

23.05 An employee who cannot be contacted, due to an emergency, during the period he is assigned to such stand-by duty shall be required to make necessary arrangements with the Superintendent to ensure continued stand-by coverage, in accordance with present policy. An employee on standby who fails to report to work when called shall not be paid standby pay for that particular night. An employee who repeatedly fails to report when called may be removed from the stand-by list and may be subject to disciplinary action. Any disciplinary actions shall not be arbitrary nor capricious.

23.06 Those employee(s) on 'Standby Pay' will also perform overtime work on weekends and holidays overtime hours and rotate equally as possible of those employees who volunteer.

ARTICLE 24 BULLETIN BOARDS

24.01 The Employer shall provide proper bulletin boards in each work facility, for use by the Union. The parties shall agree to the actual location of each board in each work facility.

24.02 The President and/or Vice President will give authorization to stewards and/or officers for purposes of posting proper materials thereon. Said material may be meetings notices, bulletins, legislative reports, committee reports, and other pertinent information relative to Union activities on such bulletin boards. All union notices which appear on the bulletin boards shall be signed, dated, posted, and removed by the authorized individuals.

24.03 The Union agrees that materials will not be posted on the bulletin boards that contain: (1) attacks or favorable comments on a political candidate for office; (2) scandalous, scurrilous or derogatory attacks upon the Employer and/or Administration; (3) personal attacks upon any other member or any other employee in the bargaining unit.

24.04 Unauthorized material that may be placed on said Union bulletin boards shall only be removed by the President and/or Vice President of the local Union. Upon notice from the Employer of improper materials on any Union board, the Union shall remove same immediately.

24.05 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 25 LABOR/MANAGEMENT MEETINGS

25.01 The Employer and/or his representatives agree to meet periodically with the Union representatives to discuss matters of mutual concern, as needed, but not less than quarterly.

25.02 The requesting party shall submit an agenda to the other party with a list of issues they wish to discuss and the names of the two (2) employees and the one (1) non-employee Union representatives who will be attending. The parties shall review the agenda to determine if a meeting is necessary and, if so, notify the other party of the scheduled meeting date and any items they wish to add to the agenda.

25.03 The purpose of such meeting shall be to:

- a. Discuss the administration of the Agreement;
- b. Notify the Union of changes made by the Employer which may affect the bargaining unit employees;
- c. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussion are mutually agreed to in advance by the parties;
- d. Disseminate general information of interest to the parties;
- e. Discuss ways to increase productivity and improve efficiency, if same is possible; and,
- f. Matters referred from Health/Safety Committee pursuant to Article 26, Health and Safety.

25.04 Employee Union representatives shall be released from their assigned duties, without loss of straight time pay, to attend Labor/Management meetings.

25.05 Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. However, the parties may agree from time to time to sign items mutually agreeable, which resolved disputes.

25.06 Notwithstanding §25.02, the parties shall have equal numbers of representatives at any given Labor/Management Meeting. The number of representatives shall be mutually agreed upon prior to the meeting(s).

ARTICLE 26 HEALTH AND SAFETY

26.01 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The Employer will attempt to correct unsafe working conditions, and see that the safety rules and safe working methods are followed by their employees. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and

safe working methods of the Management. All unsafe working conditions must be reported to the next higher authority in charge as soon as said unsafe working conditions are known.

26.02 A Management/Labor safety committee shall be established. The committee will consist of three management and three union employees, chaired by the Sanitary Engineer's designee. The union committee members shall consist of one employee from the collection division, one employee from the water division and one employee from one of the other divisions. The Union shall choose their own members. Other Management and Union employees may be asked to participate in the safety committee meetings for the sole purpose of providing input and recommendations.

26.03 The Employer reserves the right to implement rules as developed by the safety committee pursuant to Article 3, Management Rights. Before final approval by the Board of Commissioners, draft rules shall be submitted to Council 8 staff representative for review. Safety rules must be approved by the Sanitary Engineer and Board of Commissioners prior to implementation. The Union reserves the right to grieve arbitrary and/or capricious implementation or application of the rules. Each party reserves the right to refer a matter to a Labor/Management Meeting forum.

26.04 The Committee shall meet generally on a monthly basis. Meetings will be during normal working hours. Employees on the committee shall receive their supervisor's approval to attend the meetings concerning work schedules to complete the normal job duties. The committee will be responsible for:

- a. Print and disseminate safety manual for all employees.
- b. Review and update manual as needed.
- c. Perform safety audit for accidents.
- d. Perform safety audit for facilities.
- e. Schedule safety training with the assistance of Erie County Loss Control Coordinator and other Union and Management officials along with the Administration Division of Environmental Services as required by State and Federal law.
- f. Review record keeping as needed and as maintained by the Administrative Division of Environmental Services.

ARTICLE 27 HOSPITALIZATION/MAJOR MEDICAL

27.01 The Employer shall select the carrier for the insurance programs herein. Any change in carriers or programs, as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and Local 3081, will amend this agreement to reflect said change.

27.02 Copies of all insurance plans shall be provided to all eligible employees.

27.03 The Employer agrees that any future change in level of benefits or any new insurance programs which are provided to other County employees during the life of this Agreement, shall also be provided to the bargaining unit employees. Any additional cost of such new benefits or programs shall be paid by the bargaining unit member at the same rate as non-bargaining unit employees as set by the Board of Erie County Commissioners.

27.04 VOLUNTARY PLANS Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans, including, but not limited to, COBRA and the family dental plan. Effective 01/01/09, Employees will be required to contribute at the same rate as non-bargaining unit employees.

27.05 The Employer shall continue to pay a portion of the premiums for the single and family coverage of the hospitalization/major medical coverage for the life of this Agreement, except as defined in Appendix B.

27.06 Effective upon implementation by the Erie County Board of Commissioners, the Hospitalization/Major Medical Plan shall be as clarified in Appendices B.

27.07 The Employer will continue to provide the Life Insurance of \$50,000.00 for the bargaining unit for the life of this agreement and \$100,000.00 for accidental death and dismemberment.

27.08 Effective 1/1/05, Employees will be required to use the mail order system when purchasing maintenance drugs after the second retail fill.

27.09 Effective 02/01/07, Employees will be required to pay a \$ 20.00 Co-pay on all physician office visits.

27.10 Effective 01/01/09, Employees will be required to contribute at the same rate as non-bargaining unit employees as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and Local 3081.

ARTICLE 28 LEGAL COUNSEL/LIABILITY INSURANCE

28.01 For employees covered by the Agreement, the Employer shall provide for the defense of said employee(s) in any state or federal court in any civil action or proceedings, to recover damages allegedly caused by an act or omission of the employee in connection with a governmental or propriety function, if said act or omission occurred or is alleged to have occurred while the employee was acting in good faith and was within his scope of employment. The duty to provide for the defense of an employee does not apply in a civil action that is commenced by the Employer (Sovereign Immunity Act).

28.02 The Employer shall indemnify and hold harmless an employee in the amount of any judgment (other than a judgment for punitive or exemplary damages), if at the time of the act or omission the employee was acting in good faith and within his scope of employment.

28.03 If the Employer refuses to provide the employee with the defense as defined in §28.01 of this article, the employee may file in the Court of Common Pleas of the County he is employed in, an action seeking a determination as to the appropriateness of the refusal of the Employer to provide said defense.

ARTICLE 29 MISCELLANEOUS

29.01 PERSONNEL FILES. The Employer shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for charges and/or any discipline against the employee. Upon appropriate request, an employee may inspect his personnel file(s), subject to the following:

- a. Inspection shall normally occur by mutual scheduled agreement, which may also include lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Employer. Upon notification to the Employer, an employee may have a representative present during such inspection(s).
- b. Should an employee object to any of the materials in his personnel file, he may write a rebuttal to such objectionable material and include such rebuttal as part of the file, and/or file an appropriate grievance.
- c. Pre-employment information, e.g., reference checks and responses, or related information provided to the Employer with the specific request that it remain confidential, shall not be subject to inspection or copying.

Employees will be notified and receive a copy of all information that is placed into their personnel files, upon the employee's written request.

29.02 PAY CHECKS/PAY STUBS. Employees shall receive their paychecks every two (2) weeks, while in active pay status, for the life of this Agreement. The pay stub shall reflect all deductions, hours of work, overtime, the employees' sick leave and vacation leave balances each pay period, as well as the proper rate of pay. **DIRECT DEPOSIT.** All current employees shall be given the option to participate in a direct deposit payroll system. All employees hired on or after January 1, 2010, shall be required to participate in the direct deposit payroll system.

29.03 JOB DESCRIPTIONS

- a. The Employer agrees that job descriptions shall accurately reflect the duties performed by the individual employee.
- b. The Employer agrees that employees will receive a copy of their individual "Job Description" within ten (10) days of the signing of this Agreement and / or upon updating the job description.

29.04 TELEPHONE CALLS. The Employer agrees to pay for all approved long distance telephone calls that an employee is required to make in the performance of his job duties and for emergency situations.

29.05 MILEAGE. In the event an employee uses his personal vehicle for county service or job related circumstances, said employee shall receive not less than forty (.40) cents per mile or the rate set by the County budget policy whichever is higher for all such job-related mileage. The employee shall keep a daily log, of which said log shall be turned in monthly, for reimbursement to the employee.

29.06 PRINTING OF THE CONTRACT. The parties agree that the cost of printing of the contract will be borne by the Employer.

**ARTICLE 30
ECONOMIC BENEFITS**

30.01 WAGES. All employees covered by this Agreement who have completed their probationary period, shall be paid at the standard rates of pay as defined in Appendix A and Appendix A-1, Job Progression Plan.

30.02 STAND BY PAY. An employee who is assigned to be on stand-by shall be compensated at the rate of \$ 420.00 per week in addition to his regular weekly pay.

30.03 LONGEVITY PAY. In addition to an employee's base hourly salary, as provided in this Article, each eligible employee shall receive longevity pay based upon their years of continuous service with the County. This longevity pay shall be added to the eligible employee's base hourly salary in accordance with the following schedule:

SERVICE	ADDITION TO HOURLY RATE	ANNUALLY
5 years	\$ 0.15	\$ 312.00
10 years	0.25	520.00
15 years	0.35	728.00
20 years	0.45	928.00

If the Employer increases the longevity formula for the employees under its authority during the life of this agreement, the increase will also be effective for the bargaining unit employees.

30.04 NEW HIRES PROBATIONARY PAY. Probationary employees and employees hired after January 1, 2010, shall be paid in accordance with the schedule in Appendix A-2.

30.05 PENSION PICK-UP. The Employer will continue to designate the ten point zero percent (10.0%) of gross wages paid each year by individual bargaining unit members to the Public Employee Retirement System of the State of Ohio as Employer-paid for the purpose of deferred state and federal income taxes under the Pension pick-up plan commonly referred to as "salary

reduction plan". Each bargaining unit member will continue to pay the required amount of ten point zero percent (10.0%) gross salary to PERS. The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio. This benefit is not optional with each individual bargaining unit member. All members will be placed in the plan listed in 1 of this Article for the duration of their employment with the County. Vesting of the Employee and Employer share will continue to be governed by the laws of the State of Ohio. All contribution rates are subject to change as governed by the laws of the State of Ohio.

30.06 SEVERANCE PAY. Employees who are terminated from employment shall be entitled to receive all earned time as provided in this Agreement and/or as required by law, except sick leave.

ARTICLE 31 UNIFORMS

31.01 The Employer shall continue to provide uniforms, protective clothing and foul weather gear to those employees who, due to the nature of the duties, warrant such items as determined by the Employer.

31.02 All items as provided above, including protective clothing, remain the property of the Employer and are only to be used in accordance with the Departmental work rules. Upon discharge, resignation, termination, or retirement, all items other than those worn out through normal use must be returned or paid for by the employees before their final paychecks will be issued.

31.03

- a. The Employer will continue to supply new employees (upon completion of probation and based on weather needs) Carhartt bib overalls and coats with or without hoods to the employees in the following classifications: Assistant Superintendent; Environmental Specialist; Plant Operator I, II, III; Maintenance Repair, I, II, III; Equipment Operator I, II, III; Equipment Repair II, III; Engineering Technician I, II, III; Scale Attendant; Assistant Scale Attendant; Laborer. These articles will be supplied at no cost to the employee.
- b. Carhartt bib overalls and coats with or without hoods will be replaced for current employees on an as needed basis one set per contract per employee. Each August employees will be asked if new Carhartts are needed. Employees will bring worn out Carhartts to an impartial committee consisting of two representatives from Management and two representatives from the Union to determine the need for replacement. These articles will be supplied at no cost to the employee.
- c. The impartial committee will review damaged Carhartts for replacement or repair, on an as needed basis limited to once for the life of the contract.
- d. It is understood that employees will wear Carhartts supplied by Employer and will only be used for County business.
- e. The Employer shall provide to appropriate employees \$ 120.00 each year towards the purchase of safety shoes which meet OSHA requirements. The Employer will evaluate various Erie County vendors to provide said safety shoes. The Employer will provide, at no cost to the employee, puncture resistant safety inserts for appropriate employees.

31.04 From June 1 until September 30, upon supervisory discretion filed employees will be permitted to wear shorts under specific conditions:

- A. Weather conditions are predicted for temperatures exceeding 85 degrees Fahrenheit, relative humidity exceeds 60% and/or the heat index is predicted to exceed 91.
- B. Shorts must be:
 - a. No shorter than two inches (2") above the employee's knee.

- b. Hemmed, no cut-offs are permitted.
 - c. Dark denim, or plain navy blue; no prints, etc., are permitted.
 - d. Free from holes and tears.
- C. Employees may not wear shorts where working conditions are unsafe or when the employee's skin may be exposed to harmful or unhealthy conditions. This includes, but is not limited to: weed wacking, during use of chemicals, or hazardous materials, when working in or around a trench.
- D. Employees are responsible for keeping long pants with them at all times in order to change if conditions require, or at the request of supervisory or safety personnel.
- E. If management receives any complaints regarding this matter it will be immediately referred to labor management.
- F. All other aspects of the Dress Code Policy shall apply and will be enforced.
- G. This shall apply to field employees ONLY of the Department of Environmental Services. Excluding the Landfill.

ARTICLE 32 CAREER DEVELOPMENT

32.01 The Employer from time to time has, as is deemed necessary, to provide scheduled meetings of staff persons to provide a continuity of operation and function of the agency, and employees are compensated for these required meetings. Employees may be requested to attend various seminars for the benefit of the County. The fees and expenses are paid by the County, upon approval of the Appointing Authority. Continuing education by an employee, outside of staff meetings and seminars, will be the choice and responsibility of the employee.

32.02 Educational benefits that are and have been provided to the employees, that promotes further knowledge of carrying out the job functions (i.e. wastewater license(s) or certificates), for the benefit of the County and employees, shall continue for the life of this Agreement.

32.03 The parties agree that the issues of career development, training, and/or seminars shall be appropriate topics for discussion, pursuant to the provisions of Article 21, Labor/Management Meetings.

32.04 TRAINING. Should an employee be invited to attend any meetings or training sessions which might occur out of town, such employee shall be compensated at his regular straight time hourly rate, to a maximum of eight (8) hours per day for each day said employee attends such meetings or sessions, except as otherwise provided in Article 22, Hours of Work/Overtime. Should such voluntary attendance at such meetings or session extend beyond an employee's regular work hours, said employee shall not be entitled to any additional compensation. Normal and regular expenses of said meetings or sessions incurred by the employees shall be borne by the employee. In the event the Employer requests an employee to return to or attend on site instructions or training which might fall out of the employees' regular work shift or work hours, said employees shall be paid as provided in Article 24, Hours of Work. Employees shall not suffer any loss of pay while in attendance at any training session scheduled during the employees' regularly scheduled on-duty time. The costs of any such meetings or training sessions, i.e., registration fees, etc., shall continue to be borne by the Employer.

On the job training shall be provided to employees to learn to operate various equipment within their division as allowed by workloads. If the employee can show progress and skill capable of operating the equipment they will be considered for promotion on a probationary trial basis per Article 10 of this agreement.

The employer is committed to continuing to assist employees in obtaining, including EPA and SWANA certifications. This may consist of on the job training, assisting and scheduling employees

at various test locations for certified training for and by the State of Ohio EPA. This will include CEU's as required. The employer will reimburse the employee for the cost upon the successful completion of said course.

32.05 The union where possible will assist and give training in various areas subject to State and Federal laws of subjects and standards, Safety and Health subjects, CDL standards and training, and other appropriate subjects of joint interest (including injury at work issues).

ARTICLE 33 NO STRIKE/NO LOCKOUT

33.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the Citizens of Erie County for the life of this Agreement. Therefore:

- a. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations of the services of the Employer, by its members, or other bargaining unit employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Union shall also notify the media of notices herein, as soon as possible after notifying the employees. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.
- b. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lock-out of the members of the Union for the life of this Agreement.

ARTICLE 34 DUES DEDUCTION

34.01 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first half of their initial, individual probationary periods.

34.02 The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix B) must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

34.03 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee or the Union arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

34.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

34.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

34.06 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

34.07 The rate at which dues are to be deducted shall be certified to the Employer by the treasurer of the Union within thirty (30) days of the ratification of this Agreement. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions.

34.08 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

34.09 The Employer shall remit the monthly dues deduction check, along with the appropriate listing of employees to: Secretary/Treasurer, Ohio Council #8, AFSCME, AFL-CIO, 6800 N. HIGH ST. Worthington OH 43085-2512.

ARTICLE 35 FAIR SHARE FEE

35.01 All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

35.02 Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of fair share fee deduction.

35.03 The Employer shall remit the monthly Fair Share Fee check, along with the appropriate listing of employees to: Secretary/ Treasurer, Ohio Council #8, AFSCME, AFL-CIO, 6800 N. High St. Worthington OH 43085-2512.

ARTICLE 36 SEVERABILITY/CONFORMANCE AT LAW

36.01 This Agreement is subject to all applicable Federal and State laws, including Civil Rights, Affirmative Action, Unemployment Compensation, Workers' Compensation and the Public Employees Retirement System, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. However, this shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by law. Nor does it establish, except for those areas outlined above, any minimum requirements to be established by law.

36.02 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected. In the event any provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and attempt to negotiate a mutually satisfactory replacement for such provision.

ARTICLE 37 SUBCONTRACTING

37.01 The Parties agree that it is not the intent of the Employer to subcontract bargaining unit work, such that it will cause the displacement of bargaining unit personnel, for the duration of this Agreement. Nothing herein shall be construed as a limitation on the Employer's right to engage in such sub-contracting during the term of the Agreement.

ARTICLE 38 ON THE JOB INJURY

38.01 An employee who is injured on the job may elect to use accrued sick leave as a Worker Compensation Advancement to assist in his necessary maintenance and care for the period of twelve (12) weeks contiguous to the date of injury/disability or the period of absence, whichever is less.

38.02 The employee shall complete the necessary Bureau of Worker Compensation forms and the County Agreement form prior to being eligible for the Worker Compensation Advancement, unless prevented by the injury. The Bureau of Worker Compensation forms and the County Agreement form must be completed as soon as possible in cases where the injury prevents prior completion. Any payment for lost time benefits shall be reimbursed to the Employer by the employee for re-crediting the employee's sick leave accrual. The amount of re-crediting shall be limited to the amount of hours of sick leave which equals the amount of the monies paid by the Bureau of Worker Compensation.

38.03 Hospitalization/Major Medical Insurance shall continue as the employee is in active pay status, as though the employee is at work for such injury leave. For purposes of this Article only, active pay status shall include paid sick leave.

38.04 The Employer shall provide the Health Maintenance Organization Booklet (H.M.O.), full booklet, regarding the new Ohio Revised Code standards upon request.

38.05 In the event of a limited capacity employee or an injured employee on modified work duty; said employee would not be expected to carry out all of the duties of the higher position, except as based upon their physician(s) modified work duty definitions. Any such employee shall receive the appropriate rate(s) of pay and will be treated according to applicable State and Federal laws.

ARTICLE 39 COMMERCIAL DRIVER'S LICENSE

39.01 All employees who are required to have a commercial driver's license in order to perform the duties of their positions will have the difference between the cost of a commercial driver's license and a regular vehicle license reimbursed to them upon proof of renewal.

39.02 Either party may request a Labor Management meeting to discuss state/federal rules and regulations further defining the commercial driver's license law effective April 1, 1992.

39.03 If an employee loses his CDL, he will be reassigned to a classification and level where he is able to perform all the essential duties, and will be paid accordingly, until re-certified.

39.04 Any employee who has his commercial driver's license suspended shall be permitted to exercise all rights under this contract or take all eligible accrued paid leave to remain in active pay status. When such leave is exhausted, the employee may apply for a leave of absence without pay in accordance with Article 17, Unpaid Leave. The Parties each reserve the right to discuss special circumstances which may arise regarding the ability of an employee to perform his required job duties absent the commercial driver's license. Such discussion will be held in accordance with Article 25, Labor Management Meeting.

39.05 Interested employees may be trained upon request for obtaining CDL and/or applicable endorsements within D.O.E.S., for CDL certification(s) for upcoming upgrades or promotions. CDL training will be coordinated jointly between Union and Management and held primarily within Erie County. Training will be scheduled around operational needs and approved by management.

ARTICLE 40 PART TIME / SEASONAL EMPLOYEES

40.01 Part time, seasonal and temporary employees will not exceed 10% of the total members of the bargaining unit. Those part time, seasonal and temporary employees will not be used to inhibit the growth of the bargaining unit.

ARTICLE 41 DURATION

41.01

- a. This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided herein.
- b. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent ninety (90) calendar days prior, to the expiration day of this Agreement. Such notice shall be by certified mail, with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- c. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement, except as subjects may change from time to time per Modification/Terminations of this Article.

41.02 The parties hereby agree that additions and modification(s) to this Agreement may be made during the term of this Agreement, but only by mutual agreement of the parties, and through the negotiation process.

41.03 Any such additions or modifications, negotiated pursuant to I, shall be reduced to writing and signed by the parties in order to be incorporated as part of the Agreement.

41.04 This agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, subcontract, acquisition, consolidation, or otherwise. The Employer shall make this a condition of the sale, transfer, merger or subcontract that the successor shall be bound by the terms of this agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this agreement.

In the event the Employer begins to regionalize services with another public entity(ies), the parties shall engage in discussions to determine the impact, if any, on the bargaining unit members. The Employer and the Bargaining Unit may mutually agree, in writing, to permit deviations from the provisions of this Agreement. Nothing in this article is intended to erode the bargaining unit.

SIGNATURE PAGE

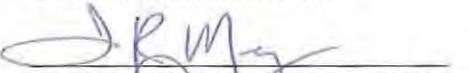
IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio, this 4th day of April, 2013.

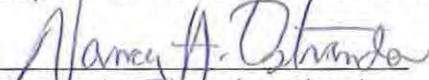
FOR THE COUNTY OF ERIE, OHIO


William J. Monaghan
Board President

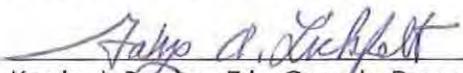
ABSENT
Patrick J. Shenigo
County Commissioner


Thomas M. Ferrell, Jr.
County Commissioner

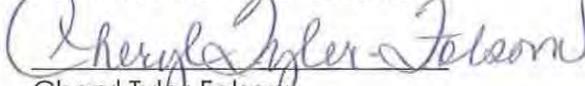

Jack R. Meyers, Sanitary Engineer
Department of Environmental Services


Nancy A. Ostrander, Director
Erie County Human Resources

APPROVED AS TO FORM:


Kevin J. Baxter, Erie County Prosecutor
By: Gary A. Lickfelt
Assistant Prosecuting Attorney

FOR AFSCME OHIO COUNCIL 8


Cheryl Tyler-Folsom
AFSCME Ohio Council 8


Troy Hansen
Local 3081 President


Brian Stimmel
Local 3081 Vice-President

MEMORANDUM OF UNDERSTANDING

**BOARD OF ERIE COUNTY COMMISSIONERS, DEPT. OF ENVIRONMENTAL SERVICES
&
AFSCME, Ohio Council 8, Local # 3081**

The Employer and the Union agree to the following:

- The position title of "Floater" is eliminated.
- Two current floater positions will be re-titled to reflect field position titles as recognized in the contract and in division(s) to be determined by Management
- Two division field positions (former floater positions) will be posted in division(s) to be determined by Management. Employees in current floater positions may apply in accordance with the provisions of Article 11.
- All field employees will be cross-trained to provide field coverage whenever/wherever needed. The development of a cross-training plan/process will be referred to the Labor/Management Committee.

MEMORANDUM OF UNDERSTANDING

**BOARD OF ERIE COUNTY COMMISSIONERS, DEPT. OF ENVIRONMENTAL SERVICES
&
AFSCME, Ohio Council 8, Local # 3081**

The Employer and the Union agree to the following:

Management shall provide a washer and dryer at both the landfill and water divisions.

MEMORANDUM OF UNDERSTANDING

**BOARD OF ERIE COUNTY COMMISSIONERS, DEPT. OF ENVIRONMENTAL SERVICES
&
AFSCME, Ohio Council 8, Local # 3081**

The Employer and the Union agree to the following:

That any language that we have not changed remains current contract language.

**APPENDIX A
RATES OF PAY**

Across the board increase of base salary of 1.5% for each bargaining unit employee retroactive to Jan. 1, 2013.

Across the board increase of base salary of 1.5% for each bargaining unit employee effective January 1, 2014.

Across the board increase of base salary of 1.5% for each bargaining unit employee effective January 1, 2015.

	<u>2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
CLASS A				
Assistant Superintendent	22.27	22.60	22.94	23.28
Environmental Specialist	27.20	27.61	28.02	28.44
CLASS B				
Plant Operator III	21.36	21.68	22.01	22.34
Maintenance Repair III [Sewer or Water]				
Engineering Technician III				
Equipment Operator III				
Equipment Repair III				
CLASS C				
Equipment Operator II	20.48	20.79	21.10	21.42
Engineering Tech. II				
Maintenance Repair II [Sewer or Water]				
Plant Operator II				
Laboratory Tech. II				
Equipment Repair II				
CLASS D				
Engineering Technician I	19.44	19.73	20.03	20.33
Equipment Operator I				
Maintenance Repair I [Sewer or Water]				
Laboratory Technician I				
Plant Operator I				
Computer/Data Operator				
CLASS E				
	18.64	18.89	19.17	19.46
CLASS E (Hired after 2/1/98)				
	17.47	17.73	18.00	18.27
Laborer				
Scale Attendant				
Assistant Scale Attendant				
Account Clerk II				
Treatment Plant Technician				
Laboratory Assistant				
Dispatcher/Clerk				
Account Clerk I				

Intermittent employees will be paid the rate for the classification in which their title falls.

**APPENDIX A-1
JOB PROGRESSION PLAN**

Employees who have the time, service, grade and satisfactory job performance will receive promotions within their division based on the following divisional promotional paths. These paths were developed from the job descriptions which the Union previously agreed could be used for new hires, lateral transfers, and promotions.

WASTEWATER TREATMENT DIVISION

Path #1:

-Entry level positions with one (1) year of electrical mechanical experience as a **Plant Technician**.

-also considered entry level with three (3) years of electrical or mechanical experience or upon three (3) years of total divisional service, the employee upon satisfactory job performance shall be promoted to a **Plant Operator I**

-upon eight (8) years of total divisional service, or five (5) years of total divisional service with an EPA Class I Operator Wastewater Works license, the employee upon satisfactory job performance shall be promoted to **Plant Operator II**

-upon twelve (12) years of total divisional service with a EPA Class I Operator Wastewater Works license or nine (9) years of total divisional service with an EPA Class II or III Operator Wastewater Works License, the employee upon satisfactory job performance shall be promoted to a **Plant Operator III**

-upon vacancy of the Assistant Superintendent position, the senior most qualified Plant Operator or Equipment Repair employee who has 10 years or more of total divisional service with an EPA Class III Operator Wastewater Works license or 13 years or more of total divisional service with an EPA Class I or II Operator Wastewater Works license shall be promoted to the **Assistant Superintendent**. Should there be no qualified employee on staff or within the bargaining unit, the County may hire from the outside an individual with 10-13 years of experience in the wastewater field with the appropriate EPA license.

Path #2:

-Entry level positions with one (1) year of electrical mechanical experience as a **Plant Technician**.

-also considered entry level with three (3) years of electrical or mechanical experience or upon three (3) years of total divisional service, the employee upon satisfactory job performance shall be promoted to a **Plant Operator I**

-upon vacancy of an Equipment Repair II position a Plant Operator with eight (8) years of total divisional service, or a Plant Operator with five (5) years of total divisional service with an EPA Class I Operator Wastewater Works license or eight (8) years of electrical or mechanical experience if a new hire, shall be promoted to **Equipment Repair II**, upon satisfactory job performance.

-upon twelve (12) years of total divisional service or nine (9) years of total divisional service with an EPA Class III Operator Wastewater Works License, the employee upon satisfactory job performance shall be promoted to **Equipment Repair III**

-upon vacancy of the Assistant Superintendent position, first... the senior most qualified Plant Operator or Equipment Repair employee who has 10 years or more of total divisional service with an EPA Class III Operator Wastewater Works license or second ...13 years or more of total divisional service with an EPA Class I or II Operator Wastewater Works license shall be promoted to the **Assistant Superintendent**. Should no qualified employee exist on staff or within the bargaining unit, the County may hire from the outside an individual with 10-13 years of experience in the wastewater field with the appropriate EPA license.

WASTEWATER COLLECTION DIVISION

Entry level positions with three (3) years of electrical mechanical experience as a **Maintenance Repair I**

-upon eight (8) years of divisional service, or five (5) years of total divisional service with an EPA Class I Wastewater Collection license, to become a Maintenance Repair I, upon satisfactory job performance shall be promoted to **Maintenance Repair II**

-upon nine (9) years of divisional service, with an EPA Class I Wastewater Collection License or twelve (12) years of total divisional service without an EPA License, upon satisfactory job performance shall be promoted to a **Maintenance Repair III**

-upon vacancy of the Assistant Superintendent position, first...the senior Maintenance Repair employee who has 10 years or more of total divisional service with an EPA Class I Wastewater Collection license or second ...13 years or more of total divisional service without an EPA license shall be promoted to the **Assistant Superintendent**. Should no qualified employee exist on staff or within the bargaining unit, the County may hire from the outside an individual with 10-13 years of experience in the wastewater field with the appropriate EPA license.

WATER DIVISION

The **Clerk/Dispatcher** position is not a position where promotions shall have a direct path.

Path #1:

Entry level positions with three (3) years of electrical and mechanical experience shall be considered for **Maintenance Repair I** position

-upon eight (8) years of total divisional service, or five (5) years of total divisional service with an EPA Class I Water Distribution license, the employee upon satisfactory job performance shall be promoted to **Maintenance Repair II**

-upon nine (9) years of total divisional service with an EPA Water Class I Distribution License or twelve (12) years of total divisional service experience without an EPA License, the employee upon satisfactory job performance shall be promoted to a **Maintenance Repair III**

-upon vacancy of the Assistant Superintendent, first...the most senior most qualified Maintenance Repair or Equipment Operator employee with at least 10 years of total divisional experience and an EPA Class I Distribution License or second... with thirteen (13) years of total divisional experience without an EPA license shall be promoted to the **Assistant Superintendent**. Should no qualified employee exist on staff or within the bargaining unit, the County may hire from the outside an individual with 10-13 years of experience in the water field with the appropriate EPA license.

Path #2 (if a vacancy of Equipment Operator exists):

-upon eight (8) years of total divisional service, or five (5) years of total divisional service with an EPA Class I Water Distribution license, or if new hire has eight years of operating backhoe, the employee upon satisfactory job performance shall be promoted to the **Equipment Operator II**

-upon nine (9) years of total divisional service with an EPA Class I Water Distribution License or twelve (12) years of total divisional service experience without an EPA License, upon satisfactory job performance shall be promoted to a **Equipment Operator III**

-upon vacancy of the Assistant Superintendent, first...the most senior most qualified Maintenance Repair or Equipment Operator employee with at least 10 years of total divisional experience and an EPA Class I Distribution License or second... with thirteen (13) years of total divisional experience without an EPA license shall be promoted to the **Assistant Superintendent**. Should no qualified employee exist on staff or within the

bargaining unit, the County may hire from the outside an individual with 10-13 years of experience in the water field with the appropriate EPA license.

LANDFILL DIVISION

Entry level position as a **Scale Attendant** shall be a position where promotions shall generally not be considered.

-Entry level position at the Landfill shall be a Laborer position, **Laborers** are required to have one (1) year of work experience dealing with the public

-also considered entry level, with three (3) years of heavy equipment operator experience or three (3) years of total divisional service with successful training as an Equipment Operator, the employee upon satisfactory job performance shall be promoted to an **Equipment Operator I**

-upon eight (8) years of total divisional service, or five (5) years of total divisional service with a Operator Certification (said certification to be determined), the employee upon satisfactory job performance shall be promoted to an **Equipment Operator II**

-upon nine (9) years of divisional service and a Operator Certification (said certification to be determined) or twelve (12) years of total divisional service experience without the Certification, and upon satisfactory job performance shall be promoted to an **Equipment Operator III**

-upon vacancy of the Assistant Superintendent, first the senior most qualified Maintenance Repair or Equipment Operator employee with at least 10 years of total divisional experience and a Operator Certification or second with thirteen (13) years of total divisional experience without a Certification shall be promoted to the **Assistant Superintendent**. Should no qualified employee exist on staff or within the bargaining unit, the County may hire from the outside an individual with 10-13 years of experience with the appropriate Certification.

BILLING DIVISION

The Billing Division currently has two (2) Union positions which consist of the **Account Clerk II** and **Computer/Data Operator**. The Account Clerk II requires two (2) years of accounting experience. The Computer/Data Operator position requires an Associate Degree in Computer Science or Management Information System or other related field with college courses in Accounting and one (1) year experience in Business Office Environment or five (5) years progressive work experience with financial or accountant software programs. Training for an Account Clerk II to be promoted to a Computer/Data Operator may be considered. Currently management only requires one (1) Computer/Data Operator employee and shall not automatically promote to this position without having a vacancy.

ENVIRONMENTAL MONITORING DIVISION

Entry level position as a **Laboratory Assistant** requires one (1) year of prior laboratory experience

-upon three (3) years of total divisional service and satisfactory job performance, the Laboratory Assistant will be promoted to a **Laboratory Technician I**

-upon eight (8) years of total divisional service and satisfactory job performance, the Laboratory Technician I will be promoted to the **Laboratory Technician II**

-upon the vacancy of the Environmental Specialist position, the most senior Laboratory Technician who has a four (4) year college degree in an environmental-related field, plus at least three (3) years of total divisional service experience in the Laboratory shall be promoted to the **Environmental Specialist** position. Should no qualified employee exist on staff or within the bargaining unit, the County may hire from the outside an individual with the appropriate qualifications.

ENGINEERING DIVISION

-Entry level position in the Engineering Division is an **Engineering Technician I** position requiring three (3) years of experience in engineering/construction-related field

-upon eight (8) years of total divisional service and satisfactory job performance, which may include the three (3) years of previous experience required for the Engineering Technician I, the employee shall be promoted to an **Engineering Technician II**

-upon twelve (12) years of total divisional service and satisfactory job performance, which may include the three (3) years of previous experience required for the Engineering Technician II, the employee shall be promoted to an **Engineering Technician III** .

APPENDIX A - 2
PROBATIONARY / NEW HIRE RATES OF PAY

	<u>2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
CLASS A				
Assistant Superintendent	21.27	21.59	21.91	22.24
Environmental Specialist	26.20	26.59	26.99	27.39
CLASS B				
Plant Operator III	20.36	20.67	20.98	21.29
Maintenance Repair III [Sewer or Water]				
Engineering Technician III				
Equipment Operator III				
Equipment Repair III				
CLASS C				
Equipment Operator II	19.48	19.77	20.07	20.37
Engineering Tech. II				
Maintenance Repair II [Sewer or Water]				
Plant Operator II				
Laboratory Tech. II				
Equipment Repair II				
CLASS D				
Engineering Technician I	18.44	18.72	19.00	19.29
Equipment Operator I				
Maintenance Repair I [Sewer or Water]				
Laboratory Technician I				
Plant Operator I				
Computer/Data Operator				
CLASS E				
Laborer	16.47	16.72	16.97	17.22
Scale Attendant				
Assistant Scale Attendant				
Account Clerk II				
Treatment Plant Technician				
Laboratory Assistant				
Dispatcher/Clerk				
Account Clerk I				

Upon completion of second year of employment, new hires will receive \$ 0.50 less than the rates specified in Appendix A.

Upon completion of third year of employment, new hires will move to the rate specified in Appendix A.

**Appendix B
ERIE COUNTY
SuperMed Plus Tier I***

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,050/\$1,850	\$2,100 / \$3,700
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Urgent Care Office Visit ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Surgical Services in Physician' Office	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Allergy Testing and Treatment	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	70% after deductible
All Immunizations	100% for Federal PPACA Required; Otherwise 80% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	100%
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	100%
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Hearing Test	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional70% after deductible; Facility- 70% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	70% after deductible
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional70% after deductible; Facility- 70% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Cardiac Rehabilitation (Other than a Physician's Office)	80% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$50 copay, then 80% after deductible	\$50 copay, then 70% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	70% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)	\$ 5 / \$ 15 / \$ 30 \$ 10 / \$ 30 / \$ 60	
Retail – 30 Day Supply		
Mail Order – 90 Day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

²The office visit copay applies to the cost of the office visit only.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

SuperMed Plus Tier II *

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$750 / \$1,500	\$1500 / \$3,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500/\$3,000	\$3,000 / \$6,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Urgent Care Office Visit ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Surgical Services in Physician' Office	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Allergy Testing and Treatment	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	60% after deductible
All Immunizations	100% for Federal PPACA required; otherwise 80% after deductible	60% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	60% after deductible
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	60% after deductible
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Hearing Test	\$25 copay, then 80% after deductible	\$35 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	60% after deductible
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Cardiac Rehabilitation (Other than a Physician's Office)	80% after deductible	60% after deductible
Emergency use of an Emergency Room ⁴	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$75 copay, then 80% after deductible	\$75 copay, then 60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	60% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)		
Retail – 30 day supply	\$ 15 / \$ 40 / \$ 60	
Mail Order – 90 day supply	\$ 30 / \$ 80 / \$ 120	

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

²The office visit copay applies to the cost of the office visit only.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

SuperMed Plus Tier III HSA *

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26; Removal upon End of Birthday Month (Dependents may be covered up to age 28 w/add' premium cost; contact HR for details)	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$2,000 / \$4,000	\$4,000 / \$8,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
Surgical Services in Physicians Office	100% after deductible	80% after deductible
Diagnostic Services in Physicians Office	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	100% after deductible	80% after deductible
Preventative Services		
Routine Physical Exams	100%	80% after deductible
Well Child Care Services including Exam and All Immunizations (To age 21)	100%	80% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Bone Density	100%	80% after deductible
Routine PSA	100%	80% after deductible
Routine Colorectal Cancer Exam	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (Age 21 and older)	100%	80% after deductible
Routine Endoscopic Services	100%	80% after deductible
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical Therapy – Professional and Facility	100% after deductible	80% after deductible
Occupational Therapy – Professional and Facility	100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	80% after deductible
Speech Therapy – Facility and Professional	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (Limited to 120 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Diabetes Education/Training	100%	80% after deductible
Ambulance	100% after deductible	100% after deductible

Benefits	Network	Non-Network
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	80% after deductible
Home Healthcare	100% after deductible	80% after deductible (120 visits per benefit period)
Hospice	100% after deductible	100% after deductible
Organ Transplants ²	100% after deductible	50% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Prescription Drug (Caremark)		
Retail – 30 day Supply	100% after deductible	
Mail Order – 90 day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the network deductible.
Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ Aggregate

² Includes lodging, meals and transportation to and from site of transplant surgery for patient and one companion. If the recipient is a minor, benefits are available for two companions.

³ Failure to present an ID card may result in decreased benefits; Fertility Drugs and Erectile Dysfunction (ED) Drugs are not covered.

*** See Human Resources for Copy of Summary Plan Document(s)**

APPENDIX C
DUES DEDUCTION CARD

INSERT

APPENDIX D

CONTRACT / TENTATIVE AGREEMENT Between the Board of Erie County Commissioners (Sanitary Engineer) And AFSCME Ohio Council 8, AFL/CIO, Local 3081

List of Revisions / Corrections / Changes

- (1) Title Page – Effective Dates changed to reflect new contract period
- (2) Article 11 – New language – addition of Wastewater Treatment Division shift bidding every two years
- (3) Article 20 – Holidays – New language – must be on active payroll status on day before and the day after to receive paid holiday hours.
- (4) Article 21 – Personal Time – entitled to 32 hours of personal time in 2013 & 2014; equal to DOES management, but no less than 24 hours in 2015
- (5) Article 31 – Uniforms – New Language - Upon supervisory discretion field employees will be permitted to wear shorts under certain conditions,
- (6) Article 41 – Duration – updated to reflect appropriate duration
- (7) Appendix A – 1.5% increase reflected for 2013, 2014, 2015
- (8) Appendix A-1 – Job Progression Language – removed language re outside experience, added language re senior most qualified
- (9) Appendix B – SuperMed Plus Hospitalization Plans Tiers I, II, III-HSA, as updated for 01/01/2013.
- (10) Memorandums of Understanding – position of Floater to be eliminated, instead two division positions will be posted of which current Floaters may bid; all field employees to be cross-trained; washer and dryer will be provided for landfill and water divisions; any language not changed remains current contract language

RESOLUTION NO. 13-139

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN THE ERIE COUNTY BOARD OF COMMISSIONERS/ ERIE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AFSCME OHIO COUNCIL 8, LOCAL 3081

The Board of County Commissioners of Erie County, Ohio, met this 4th day of April, 2013, in regular session with the following members present:

William J. Monaghan and Thomas M. Ferrell, Jr.

Mr. Ferrell introduced the following resolution and moved its adoption.

WHEREAS, the Erie County Board of Commissioners and the American Federation of State, County and Municipal Employees (AFSCME), Council 8, Local 3081 have collectively bargained and reached a tentative agreement; and

WHEREAS, the AFSCME Council 8, Local 3081, has ratified the tentative agreement on March 12, 2013; **THEREFORE**

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby ratifies the tentative agreement reached between the Erie County Board of Commissioners/Erie County Department of Environmental Services and the American Federation of State, County and Municipal Employees (AFSCME), Council 8, Local 3081; and

THAT, this Board requests the Erie County Director of Human Resources take all necessary and statutory steps to notify the State Employment Relations Board of the acceptance of this tentative agreement; and

THAT, this Board requests the Clerk of the Board to send a certified copy of this resolution to the Erie County Sanitary Engineer; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Monaghan seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Ferrell, Aye; Mr. Monaghan, Aye; Mr. Shenigo, Absent

Adopted: April 4, 2013

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #193.

Carolyn L. Hauenstein temp Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator



Peter S. Daniel

does labor agreement/clh