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AGREEMENT
BETWEEN THE

KNOX COUNTY BOARD OF COMMISSIONERS

and

AFSCME LOCAL 2803 "B"
OHIO COUNCIL 8, AFL-CIO

Through December 31, 2014

SERB CASE NO. 2012-MED-11-1365

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. This collective bargaining agreement is entered into by and between Knox County Commissioners, hereinafter referred to as the "Employer," and Local 2803 "B"and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union," and has, as its purpose, the establishment of wages, hours, terms and other conditions of employment of all employees in the bargaining unit of the Agreement.

Section 1.2. Agreement – This document represents an entire Agreement entered into this _____ _____ day of _____, 2013 between the Knox County Board of Commissioners, and the American Federation of State, County, and Municipal Employees ("AFSCME"), Ohio Council 8 and AFSCME Local 2803 "B", to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects, including the code specifications not mentioned in this Agreement. The intent of this entire Agreement to supersede the Ohio Revised Code is not contradicted because any one article herein does not specifically so indicate.

If any part of the Agreement is rendered invalid by the U. S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties shall meet to negotiate over the invalid provision(s).

This Agreement totally integrated all wages, hours, terms, and conditions of employment, eliminating any past and existing practices, prior or contemporaneous verbal agreements. The wages, hours, terms, and conditions which exist between the parties are to be understood from no other source but this Agreement, and the work rules as amended to date and where appropriate the County Employee Handbook, and if not covered elsewhere the Ohio Revised Code.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit described in the State Employment Relations Board's order of October 4, 2012, in Case No. 2012-REP-06-0062. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include only those individuals employed full-time by the Employer in the following classifications: Treatment Plant Operator, Maintenance Technician, and Office Assistant at the Knox County Water/Wastewater District.

Section 2.2. All positions and classifications which are not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Notwithstanding the provisions of this Article, management, confidential and supervisory employees as defined in the Act, and all other employees.

Section 2.4. New Positions. In the event a new classification(s) is created within the Knox County Water/Wastewater Department, the Union shall be notified and the parties, upon written request of the Union, shall meet to discuss the possible inclusion of the new classification(s) in

the bargaining unit within fourteen (14) calendar days after the new classification(s) is announced. If the parties agree on the bargaining unit status of the new classification(s), it shall be implemented as agreed upon by the Union and the Employer. If the parties do not agree, the position(s) shall be subject to petition by the Union to the State Employment Relations Board consistent with Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

ARTICLE 3
DUES CHECK OFF / FAIR SHARE FEE

Section 3.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following completion of the employee's probationary period or receipt of the signed authorization card, whichever is later.

Section 3.2. The Employer shall remit dues deducted under this Article to the Union as directed by the Union in writing.

Section 3.3. The Employer assumes no obligation of any kind arising out of its deduction of dues in accordance with this Article. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this Article. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.

Section 3.4. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or revokes his authorization.

Section 3.5. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 3.6. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

Section 3.7. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union.

Fair share fee shall commence on the sixty-first (61) day of employment after the effective date of this agreement for all bargaining unit employees who are not members of the Union.

Section 3.8. Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union.

Section 3.9. The parties hereby incorporated by reference Section 4117.09(C), ORC. If there are any inconsistencies between the contents of this Article and Section 4117.09(C), the provisions in the Ohio Revised Code shall apply.

Section 3.10. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

Section 3.11. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 3.12. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

ARTICLE 4
UNION REPRESENTATION

Section 4.1. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

Section 4.2. The Employer shall recognize one employee to act as Union steward for purposes of representation as specifically outlined in this Agreement.

Section 4.3. The Union shall provide the Employer an official roster of its local officers, assigned Union representatives and stewards, which is to be kept current at all times by the Union and shall include the following: name, jurisdictional area (stewards only), Union position held, and work address and phone number of non-employee representatives. No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 4.4. The investigation and writing of grievances shall be on non-duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

B. The Union shall not conduct Union activities in any work areas without notifying the Superintendent or designee in charge of that area of the nature of the Union activity.

C. The Union employee official (president, vice-president, or steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

Section 4.6. Bulletin Boards. The Employer shall provide space on a bulletin board(s) by the employee time clocks as located by the Employer for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

Section 4.7. Union Leave. The Union may request unpaid leave not to exceed five (5) days total for no more than one (1) employee during any one calendar year. Said unpaid leave shall be granted for those employees selected by the Union to attend seminars, training, conventions, or other union business conducted by the Union, subject to the operational needs of the Department. However, employees may substitute appropriate accrued but unused leaves to supplement the unpaid leave.

ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 5.1. In the interest of sound labor/management relations, as needed, on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor/management relations.

Section 5.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit employees;

C. Discuss grievances which have not been resolved via the grievance procedure when such discussions 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 improving efficiency; and,

F. Consider and discuss health and safety matters relating to employees.

G. Discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;

H. Consider recommendations for changes from the Employer or the Union in policies, operating procedures, rules and/or regulations.

Section 5.3. If it is further agreed that special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 5.4. Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 5.5. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.2. 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, as long as that activity does not conflict with the terms of this Agreement.

Section 6.3. 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.

Section 6.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, or terms or conditions of employment, because of such individual's race, color, religion, sex, age, national origin, military status, genetic information, disability, or ancestry of any person.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.1. General. Except to the extent modified by the provisions of the Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Knox County Water/Wastewater Department. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Knox County Water/Wastewater Department, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 7.2. Management Rights. The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to lay-off employees from duty due to the lack of work or lack of funds;

F. To determine the size, composition, and adequacy of the work force; to establish, alter and change work schedules; to establish, modify, consolidate, and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, and areas worked;

G. Determine the overall mission of the office as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Office as a governmental unit;

J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;

K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;

L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;

M. The right to maintain the security of records and other pertinent information;

N. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and

O. The right to determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

ARTICLE 8
CIVIL SERVICE WAIVER

Section 8.1. The parties intend this Agreement to supersede any specific or related Ohio Revised Code provisions and the specifications of those Code provisions related to the subjects covered in this Agreement. The intent of this Agreement to supersede the Ohio Revised Code and its related specifications is not contradicted because any one article herein does not specifically so indicate.

A. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10(A), the following articles and/or sections thereof, as provided under the terms and conditions of this Agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code, and/or the Ohio Administrative Code:

Contract Article	Supersedes and/or Prevails Over
Article 9, Probationary Periods	O.R.C. 124.27, OAC 123: 1-19-01 123: 1-19-03
Article 16, Hours of Work and Overtime	O.R.C. 4111.03
Article 10, Seniority	O.R.C. 124.321 - 124.328
Article 18, Vacancies	O.R.C. 124.27 - 124.32
Article 19, Layoff and Recall	O.R.C. 124.321 - 124.328 OAC 123: 1-41-01 - 123: 1-41-22
Article 20, Sick Leave	O.R.C. 124.38 - 124.391, OAC 123: 1-32
Article 21, Holidays	O.R.C. 325.19
Article 22, Vacation	O.R.C. 325.19; O.R.C. 9.44

ARTICLE 9
PROBATIONARY PERIODS

Section 9.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one-hundred eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 9.2. A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. A newly promoted employee who evidences unsatisfactory performances may be returned to his former position any time during his probationary period.

ARTICLE 10
SENIORITY

Section 10.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer.

Section 10.2. The following situations shall not constitute a break in continuous service:

A. Absence while on approved leave of absence;

B. Absence while on approved sick leave or disability leave;

C. Military leave;

D. A layoff of twelve (12) months' duration or less.

Section 10.3. The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layoff for more than twelve (12) months;

D. Failure to return to work within ten (10) days of a recall from layoff, absent extenuating circumstances such as illness, injury, or disability;

E. Failure to return to work at the expiration of leave of absence; and

F. Resignation.

Section 10.4. The Employer shall supply to the Union, upon request, a seniority list showing the continuous service of each bargaining unit employee

ARTICLE 11
PERSONNEL FILES

Section 11.1. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right upon written request, to receive one copy of any materials placed in his personnel file that are not confidential by law.

ARTICLE 12
NO STRIKE/NO LOCKOUT

Section 12.1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the local.

Section 12.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates Section 16.1 of this Article is subject to discipline or discharge by the Employer.

Section 12.3. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 16.1 of this Article.

Section 12.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 13
RULES AND REGULATIONS

Section 13.1. The Union recognizes that the Employer or his/her designee has the right to promulgate work rules, policies, and procedures, and to regulate the conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 13.2. Prior to implementing new or changed work rules, policies, or procedures, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Union will send a notice by certified mail to the Employer.

Section 13.3. If agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance if a conflict exists between this Agreement and the newly implemented rules, policies, or procedures.

Section 13.4. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

Section 13.5. Newly written work rules, policies, or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

ARTICLE 14
CORRECTIVE ACTION

Section 14.1. No employee shall, for disciplinary reasons, be reprimanded, reduced in pay, suspended, or discharged except for just cause.

Section 14.2. Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 14.3. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union steward or AFSCME representative.

Section 14.4. Disciplinary actions may be appealed through the grievance procedure.

Section 14.5. Records of oral or written reprimands shall cease to have force and effect eighteen (18) months after their effective date, and suspensions shall cease to have force and effect twenty-four (24) months after their effective date, providing there is no intervening disciplinary action taken during that time period.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 15.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 15.2. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step, unless otherwise mutually agreed by the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

Section 15.3. A grievance must be submitted to the grievance procedure within five (5) working days after the grievant knows, or should have known, the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 15.4. All written grievances must contain the following information to be considered:

A. Aggrieved employee's name and signature;
B. Date grievance was first discussed;
C. Date grievance was filed in writing;
D. Name of supervisor with whom grievance was discussed;
E. Date and time grievance occurred;
F. Where grievance occurred;
G. Description of incident giving rise to the grievance;
H. Articles and Sections of the Agreement violated; and
I. Desired remedy to resolve grievance.

Section 15.5. The following steps shall be followed in the process of a formal grievance.

Step 1: The grievance must be submitted in writing to the Superintendent within five (5) working days after the grievant knows, or should have known, the facts giving rise to the grievance. The Superintendent shall hold a hearing, within seven (7) calendar days of receipt of the grievance, with the aggrieved and, at the option of the aggrieved, a representative of the Union. The Superintendent shall respond in writing to the aggrieved within seven (7) calendar days following the hearing.

Step 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant to the Board of County Commissioners, within seven (7) calendar days following receipt of the Step 1 answer. The Board and/or their designated representative shall hold a hearing within seven (7) calendar days of receipt of the grievance, with the aggrieved and, at the option of the aggrieved, a representative of the Union. The Board or their designated representative shall respond in writing to the aggrieved within seven (7) calendar days of the hearing.

Step 3: If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to arbitration by submitting notice to the Employer within thirty (30) days of the receipt of the written answer at Step 2, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio, with a copy of such request simultaneously delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, each party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

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

The arbitrator shall be requested to hold the arbitration hearing promptly and to issue his decision within thirty (30) calendar days of the close of the proceeding. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any

previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event more than thirty (30) days prior to the date the grievance was filed.

The decision of the arbitrator shall be final and binding. All cost directly related to the services of the arbitrator shall be borne equally by the parties.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

The employee may have one (1) employee Union official accompany him in Step 3, in addition to any non-employee Union officials. Employee representatives and grievants will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure, if meetings are scheduled during the employee's normal working hours.

Section 15.6. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 15.7. The Union shall use a grievance form which shall provide the information outlined in Section 15.4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 15.8. The parties, in writing, may mutually agree to waive the time limits established in this article.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. The normal workweek will be five (5) consecutive, eight (8) hour days.

Section 16.2. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

For purposes of determining an employee's eligibility for overtime, all hours in active pay status will be included. Active pay status is defined as all hours an employee receives pay.

Section 16.3. Whenever the Superintendent or designee determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 16.4. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Superintendent or designee before working any overtime.

Section 16.5. The normal work schedule will include a one-half (½) hour unpaid lunch period. Lunch periods shall be scheduled by the Superintendent or designee. When an employee cannot have the half-hour unpaid lunch, the employee may be allowed to leave early or will have such time count toward overtime.

The work schedule shall normally include two fifteen (15) minute work breaks: one scheduled near the middle of the first half of the work shift and the second scheduled near the middle of the second half of the work shift.

Work breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their work breaks due to work load requirements.

Section 16.6. The Superintendent or designee makes all job assignments. All employees shall be required to perform any and all assigned duties of which they are capable to perform, regardless of their job classification or regularly assigned duties. No employee can refuse a job assignment unless it would involve him in serious imminent danger.

Section 16.7. The Superintendent or designee reserves the right to assign bargaining unit work to temporary, casual, intermittent or seasonal employees. The Superintendent also reserves the right to assign an employee to take the place of an absent bargaining unit employee without paying increased wages for the time spent in the bargaining unit employee's job.

Section 16.8. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee only to a maximum of forty (40) hours at any time. All overtime hours will be compensated with overtime pay after an employee has accumulated forty (40) hours of compensatory time. All compensatory time use is subject to approval by the Superintendent, or designee, subject to operational needs of the Department, and does not have to be taken prior to an employee's vacation.

ARTICLE 17
ON-CALL

Section 17.1. All qualified employees will continue to participate in the weekend rotation as it is currently.

Section 17.2. The Superintendent, or designee, will maintain a list of qualified employees for emergency call-in. When the Employer determines overtime is necessary, the Superintendent or designee will call the employee at the top of the list. The employee at the top of the list should make himself available for call-in when he is at the top of the list. If the Employer is unable to contact the employee at the top of the list or if the employee at the top of the list is contacted and declines to take the call-in, the Employer will continue down the list; if everyone refuses the call-in, the employee at the top of the list will be mandated to take the call-in. If any employee at the top of the list cannot be contacted or refuses the mandated call-in three (3) times in a calendar year, they will be subject to progressive discipline.

Section 17.3. When an employee responds in person to a call-in that is disconnected to their normal scheduled hours, the employee will be guaranteed a minimum of two (2) hours pay, at the applicable rate of pay.

Section 17.4. The called-in employee shall be responsible for assessing the emergency and notifying the supervisor whether additional personnel are necessary for responding.

Section 17.5. Employees that are called in during a time disconnected with the employee's normal workday may be required to report to the plant and clock-in prior to attending to the required task.

ARTICLE 18
VACANCIES

Section 18.1. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days, prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor, and location of reporting and working. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee. The Employer shall not be obligated to consider any application submitted after the posting period or consider any applicants who do not meet the minimum qualifications for the job. The Employer may limit those eligible to apply to applicants in a specified classification and/or to applicants with specified experience.

Section 18.2. Temporary Assignments. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a position. Such temporary assignments shall not exceed ninety (90) days. Employees temporarily assigned to a classification with a higher rate of pay for more than two (2) working days shall receive the rate of pay of the higher classification. If an employee is temporarily assigned to a lower-paying classification consistent with the terms

of this Article, the employee shall not be reduced in pay and shall continue to receive their normal rate of pay.

Section 18.3. The Employer will consider the following criteria in selecting the successful applicant: experience; ability to perform the work; physical fitness; records of attendance and discipline; education; other qualifications; and seniority. The Employer will select the most qualified applicant based on these criteria. When the qualifications of two or more employees are found to be equal, seniority shall prevail in the final determination of who will be selected to fill the vacancy. The Employer shall give first consideration to in-house applicant.

Section 18.4. Probationary Employees. Probationary employees shall not be eligible to make written notice to fill a vacancy during their probationary period.

ARTICLE 19
LAYOFF AND RECALL

Section 19.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees twenty-five (25) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 19.2. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification within the affected work section. Employees shall be laid off within each classification in the work section in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 19.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section 19.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 20
SICK LEAVE

Section 20.1. Sick leave shall be earned and credited at the rate of .0575 hours for each hour in active pay status, including but not limited to paid vacations, sick leave, and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall be accumulative without limit.

Section 20.2.

A. Notification by Employee. When an employee is unable to report to work because of an illness he will notify the Superintendent or designee prior to his starting time, unless other arrangements are made with the Superintendent.

Employees failing to report as outlined above may be subject to disciplinary action, but shall still be eligible for sick leave benefits provided they report their absence no later than their scheduled starting time.

Any employee who fails to report his absence by his scheduled starting time or who continually fails to report his absence timely, shall be considered absent without leave, subject to disciplinary action, and shall not be entitled to sick leave benefits.

B. Evidence Required for Sick Leave Usage. Upon return to work, an employee shall complete an application for sick leave form stating the nature of the illness, to justify the use of sick leave. After being off for three (3) or more days on sick leave the Employer may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating the employee was under his medical care and unable to perform his duties. Falsification of either a written signed statement or a practitioner's certificate, or abuse of sick leave, shall be grounds for disciplinary action, including dismissal.

C. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee and the employee's immediate family, where the employee's presence is required.

2. Funeral leave will be granted in accordance with Section 20.10 of this article.

3. Medical, dental, or optical treatment of employee, or the employee's immediate family which requires the presence of the employee;

4. If a member of the immediate family [see Section 20.2(F)] is afflicted with a contagious disease or requires the care and attendance of the employee, or if, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;

5. Pregnancy and/or childbirth and other medical conditions related thereto.

D. Sick leave usually shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by the employee.

E. Employees who exhaust their sick leave, injury leave (if applicable), and all other paid leave including paid and unpaid Family and Medical Leave, and do not request and receive an approved leave without pay, will be considered absent without approved leave and subject to termination.

F. Definition of Immediate Family. Grandparents, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

Section 20.3. Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to appropriate disciplinary action in accordance with this Agreement. The Employer may initiate investigations when an employee is suspected of abusing sick leave rules and regulations.

Section 20.4. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may contact their own physician for a second opinion; if there is a disagreement in this report the employee's and the employer's physician will mutually select a different physician who will determine the employees qualifications based on the employees job description duties. After consulting with this physician the employee may be placed on sick leave or disability separation. The cost of such examination shall be paid by the County.

Section 20.5. The employee shall be credited only with sick leave accumulated and accrued while in the employment of Knox County.

Section 20.6. Sick Leave Conversion. Upon retirement from County service, a bargaining unit employee shall be eligible to be paid an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave up to a maximum payment of 240 hours.

Section 20.7. To qualify for sick leave conversion, the employee must be eligible to receive retirement benefits from the Ohio Public Employees Retirement System at the time of separation from County employment. An employee must request such payment in writing. The payment will be made only once and will eliminate all accrued sick leave credit.

Section 20.8. In the event an employee dies while actively employed such unused sick leave as stipulated in Section 20.6 that may have been available to the employee shall be paid to the employees' surviving spouse or to the estate of the deceased, up to the limit stipulated.

Section 20.9. Family Medical Leave. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided

at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy and Federal Law.

Section 20.10. Employees shall be granted up to three (3) days funeral leave deducted from sick leave, to arrange for and attend the funeral of a member of the employee's immediate family. Such days must be consecutive and one of which must be the day of the funeral. For the purposes of this Section, "immediate family" shall be defined in section 20.2 (F). Additional time may be granted by the Superintendent on a case by case basis.

Section 20.11. Transfer of Sick Leave Hours. An employee may transfer up to 20 hours of sick leave per year to another employee who is in need due to a catastrophic illness and who has exhausted all of their sick leave and vacation. A maximum of two hundred ten (210) hours may be received by any one employee during their employment with Knox County. All hours will be calculated at the recipient's rate of pay at the time of transfer.

Section 20.12. Leave Request Forms. Any leave requested from your Department during your regular scheduled hours must be requested in writing on a form provided by your Appointing Authority. This will include: sick leave, vacation leave, compensatory time, and personal leave.

ARTICLE 21
HOLIDAYS

Section 21.1. Bargaining unit employees employed full-time by the Employer shall be entitled to eight (8) hours of holiday pay at their regular hourly rate for each of the following recognized holidays.

New Year's Day	Columbus Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
4th of July	Christmas Day

Section 21.2. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday. If an employee's work schedule is other than Monday through Friday, he shall be entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

Section 21.3. To be eligible for holiday pay, an employee must report for work the entire working day before and after a holiday, unless vacation is previously scheduled and approved by the Superintendent.

Section 21.4. Payment will not be made for a holiday which occurs during an unpaid leave of absence. If a holiday occurs during a period of previously scheduled vacation leave, the employee will receive his normal holiday pay, without being charged for vacation leave.

Section 21.5. Any full-time bargaining unit employee required to work on a recognized holiday shall receive their regular rate of pay at time and one half (1½) for each hour worked, in addition to the holiday pay provided in Section 21.1 of this Article.

Section 21.6. On any day or partial day designated by the County Commissioners as a holiday for non-bargaining unit employees, all bargaining unit employees will also recognize such day, or partial day, as a holiday.

ARTICLE 22
VACATION

Section 22.1. Each full-time employee who has completed at least one (1) year of continuous service with the Employer shall be entitled to annual vacation each anniversary year thereafter as follows:

Length of Service	Vacation Days
After 1 year of service	10 days
After 8 years of service	15 days
After 15 years of service	20 days
After 25 years of service	25 days

Section 22.2. Employees shall accrue vacation bi-weekly based on their total service upon which their entitlement was based. Employees shall neither accrue nor receive vacation during their first year of full-time service. Employees in unpaid status for thirty (30) days or more during any anniversary year shall have their vacation entitlement prorated.

Section 22.3. Employees shall be entitled to their vacation any time after their anniversary date of employment and must utilize their vacation prior to their next anniversary date of employment. Vacations shall not be accumulative and may not be carried into the following anniversary year. In case of death of an employee such unused vacation shall be paid to his estate.

Section 22.4. Employees shall request in writing, to the Superintendent or designee at least twenty-four (24) hours in advance of the requested vacation, and receive prior approval before taking such vacation leave. Employees must receive approval from the Superintendent or designee, prior to taking any vacation leave. Compensation time does not have to be taken prior to vacation leave.

Section 22.5. The Superintendent or designee shall have sole discretion in the approving and scheduling of vacation leave.

Section 22.6. An employee terminating employment shall receive payment for the unused portion of his vacation granted as of his previous anniversary date, and pro-rated to the date of termination.

Section 22.7. Employees shall take at least one (1) week of their accrued vacation in a five (5) day increment. Employees may take their remaining vacation in hourly increments.

Section 22.8. If a holiday or weekend occurs during an employee's scheduled vacation, the employee shall not be charged vacation for the day.

ARTICLE 23
WAGES

Section 23.1. Wage Scales.

	Start	Midpoint	Maximum
Maintenance Technician	13.50	15.78	18.07
Plant Operator	15.50	17.78	20.07
Office Assistant	12.50	14.48	16.45

Section 23.2. Effective the first full pay of September, 2013, all bargaining unit employees will receive a three (3) percent increase to their base rate of pay. Employees above the pay scale will remain at their current rate of pay.

Section 23.3. New employees will normally be hired at the start rate listed above, however, the Employer may hire a new employee up to the midpoint, but anyone hired into a classification at a rate of pay higher than current employees, within the classification the new employee was hired, will move up to that rate.

Section 23.4. Effective January 1, 2014 employees may receive the same pay increase as authorized by the County Commissioners for other non-bargaining unit general fund employees; or, the Union may file for a wage reopener in accordance with R.C. 4117.

ARTICLE 24
HEALTH INSURANCE

Section 24.1. The Employer shall offer to bargaining unit employees the same hospital, medical, major medical, life insurance, and other health insurance coverage that is offered to Knox County General Fund employees outside of the bargaining unit for the duration of this Agreement.

Section 24.2. The Employer shall pay the same monthly premium for bargaining unit employees as the County does for non-bargaining unit employees of the County's general fund.

Section 24.3. The method of providing the above-described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the County Commissioners. The Employer shall, to the best of his ability, assist the Union in obtaining a copy of any

hospital, medical, major medical, and other health insurance policies covering bargaining unit employees upon the Union's written request for such assistance.

ARTICLE 25
JURY AND COURT LEAVE

Section 25.1. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance. Employees must notify the Superintendent immediately upon receiving a notice of jury duty or subpoena.

All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours.

Section 25.2. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to, criminal or traffic charges against the employee, domestic relations matters for the employee's family, and juvenile court matters for the employee's family. These absences may be taken as leave without pay or available vacation leave at the discretion of the employee.

Section 25.3. If the employee is released from court or jury duty and more than two (2) hours remain in the workday, the employee will return to work for the remainder of the workday.

ARTICLE 26
LEAVES OF ABSENCE

Section 26.1. Military Leave. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty in accordance with Ohio and Federal Law.

Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders defining the length of the required military leave.

Section 26.2. Absence Without Approved Leave. Any employee who is habitually absent for three (3) or more successive duty days, without leave and/or without notice to the Superintendent of the reason for such absence, may be subject to discipline up to and including removal.

This does not preclude removal or other disciplinary action for a shorter period of absence, if the absence is determined to be sufficiently serious.

ARTICLE 27
CDL ALCOHOL AND DRUG TESTING

Section 27.1. Any question regarding these policies or procedures should be directed to the Superintendent.

All employees who operate a commercial motor vehicle (CMV) are subject to this policy. This includes, but is not limited to:

A. Full time regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operators who are either directly employed by or under lease to the County or who operate a CMV at the direction of or with the consent of the County.

B. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the County to drive a CMV.

Section 27.2. For purposes of this policy, safety-sensitive functions include:

A. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Employer.

B. All time inspecting equipment as required or inspecting, servicing or conditioning any CMV at any time.

C. All time spent at the driving controls of a CMV in operation.

D. All time, other than driving time, in or upon any CMV.

E. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

F. All time spent by the driver performing functions relating to accidents.

G. All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

Section 27.3. Drivers covered by this policy are prohibited from engaging in the following:

A. Reporting to duty, remaining on duty or performing a safety sensitive function while having an alcohol concentration of 0.04 or greater;

B. Reporting to duty, remaining on duty or performing safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the

driver that the substance does not adversely affect the driver's ability to operate a CMV) or if the driver tests positive for controlled substances;

C. Possessing alcohol while on duty or operating a CMV;

D. Using alcohol or illegal controlled substances while on duty;

E. Performing safety-sensitive functions within four (4) hours after using alcohol;

F. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident test, whichever occurs first;

G. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

Violation of any of the above prohibitions may result in disciplinary action being taken against the driver. The driver will be immediately removed from the safety-sensitive position and provided with information regarding the services available for alcohol and substance abuse. In addition, the driver will be evaluated by a substance abuse professional, and be subject to reevaluation, return-to-duty testing and unannounced follow-up testing.

Section 27.4. A driver is required to report the use of any prescription or non-prescription use medicines containing alcohol or controlled substances.

Section 27.5. A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

A. Preemployment Testing. Prior to the first time a driver performs a safety-sensitive function, the driver will be tested for controlled substances. The driver will not be permitted to perform safety-sensitive functions unless the controlled substance test results are negative.

B. Post-Accident Testing. As soon as practicable following an accident in which a fatality occurs or in which the driver receives a citation for a moving violation arising from the accident, the driver shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and thirty-two (32) hour for controlled substances.

C. Random Testing. A minimum number of drivers (currently 10% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When a driver is selected for testing, he shall cease doing the safety-sensitive function and proceed to the test site immediately.

D. Reasonable Suspicion Testing. A trained supervisor may require a driver or any bargaining unit employee to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulative observations concerning the appearance, behavior, speech or body odors of the employee. If the employee is required to undergo testing under this Section, the employee must immediately cease to perform any safety-sensitive function and may not continue until the employee's alcohol concentration measures less than 0.02 or twenty-four (24) hours have elapsed since the observation was made. The Employer shall cease attempts to administer the test eight (8) hours after the observation was made.

E. Return-To-Duty Testing. Before a driver who has been found to be in violation of the prohibitions section of this policy, set out in Section 27.3, may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

F. Follow-Up Testing. When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section 27.3, and the substance abuse professional has determined that the driver needs assistance in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional.

G. The Employer will pay for all alcohol and/or controlled substances testing required by this article.

Section 27.6. All drug screening and confirmation tests shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. Should an employee test positive the employee will be notified by the MRO of the employee's availability for an independent testing procedure. The Employer and the laboratory shall have a clear and well-documented procedure for collection, shipment and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the Employer representatives and donors.

Section 27.7. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath testing form.

Section 27.8. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from safety-sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

A. Failing to provide adequate breath for alcohol testing;

B. After being in the facility more than four (4) hours and failing to provide adequate urine for controlled substance testing;

C. Engaging in conduct that clearly obstructs the testing procedure;

D. Failing to remain readily available for a post-accident test.

Section 27.9. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform safety-sensitive functions for twenty-four (24) hours following administration of the test.

Section 27.10. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life and information about drug and alcohol counseling, rehabilitation and employee assistance programs is available through the Superintendent, and will be periodically provided to employees.

Section 27.11. Upon written request from the driver, the County will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the result of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.

ARTICLE 28
EMPLOYEE ASSISTANCE PROGRAM

Section 28.1. The Employer and the Union recognize the value of counseling and assistance programs for those employees who have personal problems which interfere with their ability to work productively.

Section 28.2. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per Article 27 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 28.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 28.4. Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 28.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

ARTICLE 29
UNIFORMS

Section 29.1. If the Employer requires the employees to wear uniforms, the Employer will provide shorts and uniform shirts (both short and long sleeve) which must be worn during work hours. The Employee will also provide one hundred dollars ($100.00) per year, per employee, for the purchase of additional clothing.

Section 29.2. All shirts worn by employees must have a Knox County logo

Section 29.3. Jobs not suitable for wearing shorts include, but are not limited to: cutting and chipping brush, fabrication, weed-eating and spraying. Employees wearing shorts must have readily available in their vehicle a pair of uniform paints, due to job assignment. Employees shall not be permitted to leave work to retrieve long pants and may result in loss of privilege.

Section 29.4. The Employer reserves the right to require certain personal protective equipment (PPE) to be worn by employees during work assignments. All PPEs will be provided by the Employer and will be issued to individual employees. Lost, stolen, or abused PPEs will be replaced at the employee's costs. Failure to wear PPEs as required shall result in progressive discipline.

ARTICLE 30
WAIVER IN CASE OF EMERGENCY

Section 30.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Knox County Commissioners, the Federal or State Legislature, where such acts of god affect the safety and health of the citizens of Knox County, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for processing of grievances.

B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 30.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedures, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 31
SEVERABILITY

Section 31.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 31.2. The parties agree that should any provision of this Agreement be found to be invalid, they will have a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language, if alternative language is available.

ARTICLE 32
SCOPE OF BARGAINING

Section 32.1. 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 of that right and opportunity are set forth in this Agreement.

ARTICLE 33
DURATION OF AGREEMENT

Section 33.1. This Agreement shall be effective upon execution, and shall remain in full force and effect until 12:00 midnight December 31, 2014 provided however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 33.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties should commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, this 26 day of August, 2013.

FOR THE EMPLOYER:

Roger Reed, Commissioner

Teresa Bemiller, Commissioner

Thom Collier, Commissioner

Ray Withers, Superintendent

FOR THE UNION:

Stephen Roberts, Staff Representative

Committee Member

Committee Member

Approved as to Form:

08/27/13

John Thatcher, Prosecutor

John Krock, Labor Consultant

MEMORANDUM OF UNDERSTANDING

The Knox County Commissioners (Employer) and the Ohio Council 8 of the American Federation of State, County and Municipal Employees, Local 2803 "B" (AFSCME) AFL-CIO (Union) agree to the following:

1. This Memorandum of Understanding will be executed only after both parties have ratified the tentative agreement and executed the final agreement.

2. All bargaining unit employees will receive a lump sum check for $666.40, which is explained by the attached worksheet, and is payable with the first full pay period after execution of the final agreement.

For The Employer:

Tom Collier

Roger Reed

Jonathan Bennellier

Date Signed: 8/26/13

For The Union:

Stephen M Rahe

Troy Smithhisler