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COLLECTIVE BARGAINING AGREEMENT

RICHLAND COUNTY SOLID WASTE

AND

LOCAL 3988, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO AND

OHIO COUNCIL 8, AFSCME, AFL-CIO

Effective

January 1, 2014 until December 31, 2016

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**PREAMBLE/PURPOSE**

This agreement, entered into by the Richland County Solid Waste Board , hereinafter referred to as the Employer, and Local 3988, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to enable the employees covered by this Agreement to participate through Union representation in negotiating the wages, hours, terms and other conditions of employment; and to establish a procedure for the resolution of differences between the parties.

**ARTICLE 1 RECOGNITION**

Section 1. The Parties have voluntarily agreed to enter into the bargaining pursuant to O.R.C. 4117.06(D) for the following unit:

<u>NAME</u>	<u>CASE NUMBER</u>
Richland County Solid Waste	07-REP-01-0018

Section 2. The above listed Employer recognizes the Union as the sole and exclusive representative for the employees listed in the above referenced SERB Certification or any subsequent board sanctioned amendments thereto. The certifications shall be incorporated into this Agreement.

Section 3. Upon request of either party, the Employer and the Union will discuss whether any new positions should be included in the bargaining unit. The Employers shall notify the Union within ten (10) days of the establishment of any such classification. A job description will be written (by the Employer) based upon the duties, equipment utilized, etc. If the parties cannot agree regarding inclusion in the unit(s), the Union may seek what recourse it has before SERB.

Section 4. If SERB rules in favor of inclusion of a classification(s) into the bargaining unit, such inclusion shall become effective the date of the SERB action, and a labor-management committee meeting shall be scheduled at a mutually agreed upon time to negotiate an appropriate pay grade.

Section 5. The Employer agrees that employees in classifications excluded from the bargaining unit shall not be reclassified or retitled into any bargaining unit classification covered by this Agreement.

**ARTICLE 2 ASSIGNMENT OF WORK**

Section 1. The Authority reserves the right to assign bargaining unit work to volunteers, to administrators, to supervisors, or to temporary, intermittent or seasonal employees where the Authority determines that such assignment of work is needed to meet seasonal, temporary or

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) fluctuating needs , to perform work efficiently or on the most cost-effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, where no qualified employee is readily available, in weather or other emergency, or in other circumstances in which administrators, supervisors, or temporary, intermittent or seasonal employees have done work for the Authority in the past. However, non bargaining unit employees will not be used to erode the bargaining unit or any of its positions.

### **ARTICLE 3            CHECKOFF**

Section 1.        The Employer agrees to deduct Union Membership dues in accordance with this article for all employees eligible for the bargaining unit.

Section 2.        The Employer agrees to deduct regular union membership dues twenty-four (24) pays per year from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. 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. A check payable to AFSCME Ohio Council 8 will be remitted on a biweekly basis to the Controller, 6800 North High Street, Worthington, Ohio 43085-2515.

) Section 3.        The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to the Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.        The Employer shall be relieved from making such individual "check-off" deductions upon an employees: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of the checkoff card/authorization card.

Section 5.        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 dues.

Section 6.        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.

) Section 7. The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 8. 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.

Section 9. 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 the first day after the completion of the probationary period for (1) all bargaining unit employees and (2) all persons hired during the duration of this agreement.

Section 10. Fair share fees 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 11. 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 12. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the Employer.

Section 13. 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 judgement to negotiate lawful alternative provisions.

Section 14. The Union intends that no provision of this article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union shall pay all court costs that may be expended in the defense of any suit or other legal proceedings brought to challenge this provision of this agreement.

**ARTICLE 4 JUSTICE AND DIGNITY**

No Discrimination

Section 1. The Employer's policy is that all employees will enjoy equal employment opportunity; therefore, no employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against, to the extent prohibited by law, because of race, national origin, religion, sex, age, handicap disability or political affiliation. Neither party shall discriminate against any employee on the basis of Union affiliation or lack thereof. References to either gender in the Agreement shall be understood to include male and female employees.

SEXUAL HARASSMENT

Section 2. The Employer agrees that employees shall not engage in nor suffer sexual harassment. Complaints of sexual harassment shall be brought to the employee's supervisor or the Appointing Authority for investigation and action in accordance with the County's Policy against sexual harassment.

**ARTICLE 5 MANAGEMENT RIGHTS**

Section 1. On behalf of itself as the representative of the citizens and taxpayers of Richland County, the Authority reserves unto itself the right to determine matters of inherent management policy which are not modified or limited by a specific Article of the Agreement, including but not limited to goals, functions, programs, standards of service and overall purpose, including the right to:

1. Establish and amend reasonable work rules and policies not inconsistent with a specific provision of this Agreement;
2. Direct, supervise, assign, transfer and schedule employees;
3. Hire, promote, demote, evaluate and determine standards of performance of employees;
4. Reprimand, suspend, terminate or otherwise discipline employees for just cause and in accordance with this Agreement and the Richland County Disciplinary Handbook;
5. Determine the strength of the workforce and reduce the workforce for lack of need or funds; reorganization, efficiency or economy of operations.
6. Maintain the efficiency of operations in the Richland County Solid Waste Authority and the personnel by which such operations shall be carried out;
7. Determine the location, procedures, physical facilities equipment, and technology to be used to carry out the mission of the Authority;

8. Manage and direct the workforce to optimize the efficiency of its public service.

**ARTICLE 6 DEFINITIONS**

Days

Section 1. Unless otherwise specified, the term “days” for the purpose of this Agreement shall mean normally scheduled working days for each individual employee.

Unless otherwise specified, the first day of a time limit shall be the day following the occurrence, which causes the time to begin.

Section 2. A “full-time employee” shall mean any employee who regularly works thirty-five (35) hours in each calendar week.

**ARTICLE 7 UNION REPRESENTATION**

Section 1. Employees selected by the Union to act as Union representatives for the purpose investigating and processing grievances and the administration of this Agreement shall be known as stewards. Each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as a steward only when the regular steward is absent from work.

1. The number of stewards for Solid Waste shall be one (1)
2. Steward shall conduct all Union business before or after work or during lunch break except when required to testify as a witness in an arbitration hearing.

**ARTICLE 8 BULLETIN BOARDS**

Section 1. Bulletin Board space shall be supplied by the Employer.

**ARTICLE 9 LABOR MANAGEMENT MEETINGS**

Section 1. Labor Management meetings shall be convened at the request of management or the Union once a month for a period of no more than one (1) hour unless mutually agreed. Such meetings shall only involve employees of a specific appointing authority Solid Waste Department.

Unless the parties agree otherwise, there shall be (in addition to the Staff Representative) the following number of employee representatives designated by the Union for each appointing authority:

Solid Waste	Two
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Section 2. Each party will furnish the other with a written agenda at least four (4) working

) days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the Employer, which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss other matters mutually agreed to by the parties.

Section 3. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

Section 4. Both parties have a shared commitment to respond, within ten (10) working days issues raised by the other party per their request made prior to the end of each Labor/Management meeting

Section 5. Labor/Management meetings need not be held more than one (1) hour unless mutually agreed.

## **ARTICLE 10 CORRECTIVE ACTION**

) Section 1. No employee shall, for disciplinary reasons, be suspended, reprimanded or discharged without just cause. Discipline shall be applied uniformly to all employees. Progressive discipline shall be utilized for minor infractions.

Section 2. Disciplinary action shall include verbal reprimands, written reprimands, suspensions without pay, demotions and discharges.

Section 3.

- A. No disciplinary action involving suspension without pay, reduction in pay or discharge shall be decided before scheduling a predetermination hearing, conducted by the Employer or his designee. Union representatives shall be notified of such hearings prior to their being scheduled and may be present to represent employees at such hearing at the employee's request.
- B. Any discipline against an employee must be initiated within thirty (30) workdays after the Employer has knowledge of the event necessitating the discipline except for a matter involving possible criminal action as solely determined by Employer.

Section 4. Discipline shall only be carried out by non-bargaining unit supervisory personnel. All discipline shall be issued to employees in writing and shall include:

- A. Date, time and place of alleged occurrence.

- B. Nature of violation, citing the specific work rule or policy.
- C. Signature of issuing individual and date of discipline.

The Employer agrees that all disciplinary conferences shall be carried out in a private and business like manner.

Section 5. Records of verbal warnings shall be expunged from the employee's personnel file twelve (12) months after the effective date of such warning, providing there is no intervening disciplinary action for any similar offenses during that time.

Written records of disciplinary reprimands and/or suspensions will be expunged from employee's personnel files eighteen (18) months after the effective date of the disciplinary action providing there is no intervening disciplinary action during the eighteen (18) month period. Disciplinary measures that have been removed under the terms of the Section shall not be used in determining subsequent disciplinary action.

Section 6. All employees shall be subject to the Richland County Employees Discipline Handbook.

Section 7. Tardiness

1. Employees are required to punctual at all times. A grace period of six (6) minutes from the shift starting time will be allowed without disciplinary action unless frequent abuse occurs, but subject to reduction in pay as described below. "Frequent abuse" shall be defined as more than two (2) occurrences of tardiness in a six (6) month period.
2. The Director shall have the authority to excuse tardiness which occurs as a result of significantly inclement weather.
3. Whenever an employee is tardy, the employee's pay shall be reduced by an amount equal to ten (10) minutes' pay or the time actually missed rounded to the next ten minutes, whichever shall be greater.
4. In addition, tardiness in excess of two (2) occurrences in a six (6) month period shall be subject to progressive discipline as follows:

- Verbal warning
- Written reprimand
- One-day suspension
- Three-day suspension
- Five-day suspension
- Termination

## **ARTICLE 11 PERSONNEL FILES**

Section 1. The Employer agrees to provide one (1) copy of each entry in employee's personnel file at no cost to employee upon employee's request. Thereafter additional copies shall be made available at \$.10 per copy.

Section 2. Employees shall have the right to inspect Personnel files and such inspection will be scheduled within three (3) work days of request. A Union representative may accompany an employee during inspection of her/his personnel file.

Section 3. Copies of any written reprimands, warnings, suspensions, or terminations entered into an employee's personnel file shall be given to the employee and shall be offered to the employee for signing as proof of such material being provide

Section 4. The Employer agrees to isolate all medical records from the employee's personnel file and place them in a separate file which shall only be available for inspection by the employee or their designated representatives.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### Section 1. Grievance Defined

A grievance is a complaint that the Employer has violated this Agreement or a dispute as to the meaning and application of a provision of this Agreement.

There shall be an earnest and honest effort to settle disputes and controversies promptly. The procedures of the Article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand, suspension, demotion or discharge is without just cause, such may be made the subject of the grievance procedure.

### Section 2. Time Limits

- A. The limits under each Section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.
- B. If any grievance is not initiated at Step One within seven (7) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition or is not appealed to the next appropriate step within seven (7) days of the Employer's decision at the previous step, the grievance shall be considered nonexistent, shall no longer be deemed a grievance, and may not be processed as such.

- C. If the Employer fails to respond within the established time limits at any step of the grievance procedure, the grievance shall automatically be advanced to the next step.

Section 3. Procedure

A. Step One - Immediate Supervisor Where Applicable

1. Any employee with an alleged grievance may file the grievance in writing with his/her immediate supervisor. Such written filing must take place no later than the time limit set forth in Section 2 of this Article and shall state the specific section of this Agreement at issue.
2. The immediate supervisor within seven (7) days of receipt of the grievance, shall conduct a meeting concerning the grievance. The meeting shall include the grievant and the steward and may include other employees who have personal knowledge of facts relevant to the grievance.  
Within seven (7) days after this meeting, the person conducting the meeting will issue a written decision, containing the reasons therefore, as to the disposition of the grievance. A copy will be furnished to the grievant and the Union.
3. If the Union does not refer the grievance to Step Two of this procedure within seven (7) days after the written decision rendered in this Step, it shall be considered to be satisfactorily resolved on the basis of the decision of the supervisor.

B. Step Two - Director

1. The Union of the grievant may appeal a grievance disposition at Step One of the grievance procedure. This appeal must be requested in writing to the Director with seven (7) days after the written answer was given under Step One of the grievance procedure set forth above. Otherwise, the matter shall not be made a subject of appeal. The Director shall hold a meeting at which time he/she shall allow the grievant and his/her representative to be heard. The Director shall issue a written decision on the matter within seven (7) days after the presentation of written appeal.
2. If the Union does not refer the grievance to Step Three of this procedure within thirty (30) days after the decision rendered in this Step 1, it shall be considered to be satisfactorily resolved on the basis of the decision of the Director or their designee.

C. Step Three - Mediation

The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process. The Union and Authority may meet periodically to attempt to resolve matters prior to mediation or arbitration.

D. Step Four - Arbitration

1. The Union may appeal a disposition at Step Two of the grievance procedure to this Step Three by providing the Director with a written and signed notice of intent to arbitrate within thirty (30) days of the decision at Step Two. The Union will request a list of seven (7) names of arbitrators with addresses in the State of Ohio, from the Federal Mediation and Conciliation Service (FMCS). The Employer and the Union will alternately strike names from the list until the name of one (1) arbitrator remains.

The party requesting arbitration shall strike first. The Employer and the Union will notify FMCS of the arbitrator whose name is not struck and will serve as arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS. As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Union and the Employer shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of calling witnesses (including lost wages) to testify in its case.

The fees and costs of the arbitration shall be borne by the losing party. Either party may request that a written transcript of testimony be taken, which shall be paid by the requesting party.

2. By mutual agreement of the parties, Step One and/or Step Two may be waived. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him/her after such hearing and shall be final and binding upon the Employer and the Union and upon the employee and or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

- A. The arbitrator shall have the authority to interpret this Agreement

and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.

- B. The arbitrator shall no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.
- C. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
- D. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary settlements reached by the Employer and the Union shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 4. Representation

- A. During the term of this Agreement, no employee covered hereunder may be represented by any organization other than the Union on any grievance initiated pursuant to the provisions of this Agreement.
- B. The Union itself have the right to initiate a grievance if the subject matter involved concerns an alleged violation of this Agreement with respect to a matter affecting two (2) or more employees covered hereunder.

Section 5. Copies

- A. Copies of all written answers to grievances shall be sent to the grievant involved, the local Union President and the Union Staff Representative.
- B. Nothing in this Agreement shall require the Union to pursue any grievance at any level or prohibit the Union from exercising discretion in determining whether or not to pursue an alleged grievance. However, the Union shall idemnify and hold the Employer harmless as to any claim by a grievant based on the Union's action in not pursuing an alleged grievance.

**ARTICLE 13 HOURS OF WORK/OVERTIME**

Section 1. The standard work week for full-time employees of the bargaining unit shall be forty (40) hours.

) Section 2. Meal and break periods shall continue as past practice.

Section 3. All overtime shall be approved in advance by the Director or his/her designee. Overtime may be mandated to the least senior employee after all other employees have turned down the overtime opportunity. All overtime hours worked by the employees will be paid at the rate of time and one-half of the regular rate of pay for hours worked in excess of their respective standard work week in any one scheduled work week. For purposes of computing overtime pay, only, the hours an employee spends in active pay status shall be counted. Overtime hours will be submitted for payment, by the next pay period following the pay period the overtime was earned. The week shall be defined as Thursday 12:01 a.m. through Wednesday 12 midnight.

Compensatory Time – In lieu of overtime pay, an employee may request compensatory time at the rate of time and one-half of overtime actually worked; provided that no employee may accrue entitlement to compensatory time in excess of one hundred twenty (120) hours. Compensatory leave time must be approved in advance and shall be granted only in increments of not less than (1/2) hour unless mutually agreed to by the parties. Compensatory time must be used during the calendar year earned. Compost and Collection facilities will be closed for one-half (1/2) hour lunch break during hours of operation.

Section 4. Active Pay Status shall be defined to include hours actually worked, vacation and holidays only.

Section 5. Call-In Pay

) A. Call-in pay is defined as payment for work assigned by the appropriate supervisor or by his/her designer and performed by an employee at a time which is disconnected from the employee's normal and/or pre-scheduled starting time and shall be paid as follows:

1. The employee shall receive four (4) hours minimum.

## **ARTICLE 14 VACANCY AND PROMOTIONS**

Section 1. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applicants whose applications are submitted after the expiration of the posting period or who do not meet the minimum qualifications for the job.

Section 2. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications and a brief summary of job duties and such notices shall be given to the local union president.

) Section 3. Nothing in the Article shall be construed to limit or prevent the Employer from

) temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

Section 4. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, seniority. All employee applicants will be interviewed. The Employer reserves the right to appoint the best qualified candidate including a non-employee.

Section 5. Once the selection has been made by the Employer, the Employer will notify all applicants and the Union of the selection.

Section 6. All employees awarded a vacancy shall serve a ninety (90) day probationary period.

Section 7. Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, he/she shall be returned to his/her former position with no prejudice. The probationary reduction shall not be subject to grievance.

Section 8. Within thirty (30) days after the completion of the posting period, the Employer shall select an employee applicant or within sixty (60) days, the Employer shall select a non-employee applicant, unless the Employer has subsequently decided the position will not be filled. If the Employer determines not to fill a position, he shall notify the Local Union President or his designee within ten (10) days following the sixty (60) day period. The Employer agrees that its intentions are not to post positions that it does not intend to fill.

## **ARTICLE 15 SENIORITY AND PROBATIONARY EMPLOYEES**

### Seniority Defined

Section 1. Unless defined otherwise in this Agreement, "seniority" shall be the employee's length of continuous service with the Appointing Authority for which he/she is employed.

If two or more employees have the same seniority date, the tie shall be broken by a lottery conducted by a representative of the Employer and the Union, with the person drawing the highest number determined to have the higher seniority.

### Application

Section 2. Seniority shall be applied for use where listed in the collective bargaining agreement including but not limited to: Vacancies & Promotions, Shift Work and Vacation preference. For purposes of calculating accruals, seniority shall be deemed to include previous service with the State of Ohio or any political subdivision thereof in accordance with the Ohio Revised Code. Example of such statutory accruals include vacation accruals, transfer of previously accrued sick leave hours, previously accrued years of service for credit in the Public Employees Retirement System.

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Probationary Employees

Section 3. A new employee whose position is otherwise covered under this Agreement shall be considered a probationary employee until he/she has successfully completed the 90 calendar day probationary period. Upon successful completion of a 90-day probationary period, the employee shall have seniority computed from the date of his/her last hiring. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal or grieve over such removal.

Section 4. Absences from work of five (5) or more consecutive workdays or ten (10) or more total workdays shall not be computed in determining the completion of probationary period. During the probationary period, an employee may be removed without recourse by written notice from the Director.

Section 5. An employee's seniority shall terminate in the following events:

- )
- a. if the employee quits;
  - b. if the employee is discharged for just cause;
  - c. if the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Employer.
  - d. if the employee does not request reinstatement within ninety (90) days after termination of military service;
  - e. if while on layoff status, an employee fails to indicate his/her intent to report to the Employer within ten (10) days after being notified by Certified Mail, return receipt requested to the employee's last address of record or fails to report to work within ten (10) workdays unless other arrangements have been made between the employee and the Employer.
  - f. if the employee is absent from employment by reason of layoff for more than twenty-four (24) consecutive months.

**ARTICLE 16            WORK RULES**

Section 1. It is agreed and understood that the Employer or his designee(s) have the right to promulgate, implement, revise, and enforce reasonable rules, policies, procedures and directives to regulate the conduct of employees as it affects the employee's employment with the Employer and to insure that effectiveness of the service and programs of the Employer.

) Section 2. Copies of all established written rules, or amendments to existing rules, will be furnished to, and discussed with, representatives of the Union at least five (5) working days prior to their effective date except in emergencies. The Employer agrees to consider, on a case by case basis, a Union request to extend the implementation date of the new work rules.

Section 3. It is the Employers intention that work rules should be interpreted and applied uniformly to all employees under similar circumstances.

Section 4. It is agreed that where the Employer has determined that work rules are necessary, and that any of same affecting employees of the bargaining unit will become reduced to writing and made available to all affected employees.

Section 5. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow directions or orders from his supervisor or establish rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

#### **ARTICLE 17           JOB DESCRIPTIONS**

Section 1. The Employer reserves the right to establish new job classifications, revise existing classifications or eliminate existing classifications.

) The Employer agrees to provide advance notice to the Union of changes in existing job classifications to allow the Union to discuss the impact of the changes upon the bargaining unit in Labor/Management meetings.

#### **ARTICLE 18           LAY OFF AND RECALL**

1. Reasons for layoffs shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operations; a current or projected decrease in the workload; and the abolishment of positions for efficiency of operation, reasons of economy, or lack of work.

2. In the event that a layoff occurs, the following steps shall be taken:

A. All emergency, temporary, intermittent, probationary and part-time employees shall be laid off first.

B. The remaining employees shall be laid off based upon seniority.

C. Each employee to be affected by a layoff shall be given written notice no less than ten (10) workdays prior to the action, stating the effective date of the action and reason for layoff.

- )
- D. The Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in reverse order of their layoff section. If a vacancy occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification.

The employee highest on the reinstatement list who responds will be given the vacant posting. All recalled employees are required to give written response of his/her intent to report to work within five (5) workdays and report to work within ten (10) work days unless other written arrangements have been made between the employee and the Employer. An employee shall maintain recall rights for twenty-four (24) months from the initial date of that layoff.

- E. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of reduction.
- F. No vacancy in a job classification may be filled by a new hire until all recall rights to that classification have been exhausted.
- G. This procedure shall supersede R.C. 124.321 to R.C. 124.328 and the State Personnel Board of Review shall have no jurisdiction over layoffs under this Agreement.
- )

## **ARTICLE 19 HEALTH AND SAFETY**

### General Duty

Section 1. Occupational health and safety is the mutual concern of the Employer, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations. Nothing in this Agreement shall imply the Union has assumed legal responsibility for the health and safety of employees.

### Personal Protective Clothing and Equipment

Section 2. The Employer will continue to provide hats, goggles, earplugs, gloves, reflective vests and any other PPC or equipment required by the Employer, the county of federal law.

### First Aid and C.P.R.

Section 3. Adequate first aid equipment and supplies shall be provided at each job site.

### Duty to Report

Section 4. All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the Employer, no matter how slight the accident/incident.

**ARTICLE 20            EDUCATION AND TRAINING**

The Employer agrees to provide appropriate training programs and/or access thereto for all employees who are required by the Employer and/or legal mandate to regularly update their level of training. Such training will be provided at no cost and/or lost wages to the employees. The Employer will determine appropriate training and must approve all training in advance.

**ARTICLE 21            SICK LEAVE**

Sick Leave Accumulation

Section 1.        Each employee shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status provided no sick leave will be advanced.

Charging of Sick Leave

Section 2.        Sick Leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled work day or work week earnings. An employee who is involuntarily sent home shall not be charged sick leave for the absence unless the employee has a documented communicable disease or condition that endangers the health of fellow employees or the public.

Uses of Sick Leave.

Section 3.

- A. Sick Leave shall be granted to an employee upon approval of the Employer and for the following reasons:
  - 1. Illness or injury of the employee or a member of his immediate family.
  - 2. Medical, dental, or optical examinations or treatment of the employee or a member of his family, which requires the employees presence. It is understood the employees are expected to return to work after such examinations if there is 2 hours or more left in their shift left to be worked.
  - 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
  - 4. Pregnancy and/or childbirth and related conditions related.
- B. Definitions of Immediate Family:  
Grandparents, brother, step-brother, sister, 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 (loco parentis).

#### Evidence Required for Sick Leave Usage.

Section 4. The employee shall furnish the Employer a standard written signed statement stating that the employee wishes to use sick leave. Falsification of either a written signed statement or physicians certificate shall be grounds for disciplinary action, including dismissal. The employee shall present satisfactory evidence to justify use of sick leave. The Employer may require proof of illness from: (1) employees who have been absent more than three [3] consecutive workdays (2) from employees who have been disciplined within the preceding six [6] months for excessive absenteeism. The employee shall furnish the employer a doctor's statement or other verification, that is acceptable by the employer, when an employee goes to a doctor's appointment or has any testing done during working hours and the employee uses sick leave.

#### Notification by Employee

Section 5. When an employee is unable to report to work, he/she shall call the office number within one-half (½) hour of start time, to report off stating the reason, and if the Director of Solid Waste or immediate supervisor if he/she is not there or does not answer, the employee may leave a message. All requests for time off shall be made on approved request forms. Requests shall be submitted to the Director. Requests for time off shall not be approved unless signed and returned by Employer. The employee's failure to notify Employer in accordance with this section shall be considered to have an unexcused absence.

#### Abuse of Sick Leave

Section 6. Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to Employers progressive disciplinary procedure. Application of sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

#### Physician Statement.

Section 7. If medical attention is required, 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. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employees wife.

#### Physician Examination.

Section 8. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employees physical or mental capability to perform the duties of the employees position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost

of such examination *shall* be paid by the Employer.

Expiration Sick Leave.

Section 9. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this Agreement.

Transfer Credit.

Section 10. Upon transfer from one division or department of the County, to another, unused sick leave days shall continue to be available for the transferred employee use.

Reinstatement Credit.

Section 11. An employee covered by this Agreement who leaves public employment and who is reinstated within 10 years to County service, shall have any unused sick leave accumulation existing at the time of his/her prior separation from County service applied to his/her credit.

Sick Leave Donation

Section 12. This policy, pursuant to Ohio Revised Code Section 124.391, has been adopted by the Richland County Board of Commissioners, for all agencies and Appointing Authorities not otherwise covered by collective bargaining agreements.

**ARTICLE 22 FUNERAL LEAVE**

Section 1. In the event of a death in the immediate family of an employee, the employee shall request and will be granted Bereavement Leave up to five (5) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. Immediate family for the purposes of this section shall be: mother and stepmother, father and stepfather, spouse, child, stepchild, grandchild, step grandchild or a person who stands in the stead of a listed immediate family member. For the death of a member of the immediate family as defined by this Article, Bereavement Leave shall not be deducted from accrued sick leave.

Section 2. Three days (3) of funeral leave shall be granted to an employee upon request for death of a member of the employee's family as follows: brother, step-brother, sister, step-sister, parents-in-law. This leave shall not be deducted from accrued sick leave.

Section 3. One days (1) of funeral leave shall be granted to an employee upon request for death of a member of the employee's family as follows: grandparent, grandparents-in-law, half-brother/sister, son/daughter-in-law, brother/sister-in-law, aunt, uncle, niece and nephew. This leave shall not be deducted from accrued sick leave.

Section 4. Additional time may be approved on a case by case basis and at the sole discretion of the Employer which shall be chargeable to sick leave.

**ARTICLE 23 FAMILY AND MEDICAL LEAVE ACT**

The Authority shall administer the Family and Medical Leave Act as written or hereafter amended (29 USC 2601 et seq.) in accordance with the Richland County policy by the Commissioners as amended on March 23, 1999 (see attached Appendix A)

**ARTICLE 24 MILITARY LEAVE**

The Authority will comply with R.C.5923.05 (Permanent Public Employees Entitled to Military Leave) and 38 USC 4301, et seq. (USERRA) as they now exist or are hereinafter amended. The Authority will also follow the Richland County Policy concerning Military Leave.

**ARTICLE 25 JURY AND WITNESS DUTY**

Section 1. An employee called for jury duty by a court of competent jurisdiction or subpoenaed to testify, on a matter in which the employee is not a party, before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and his jury duty or witness pay.

Section 2. To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance and submit a jury service or witness service and the amount of jury duty or witness pay received.

Section 3. If the employee is released from jury duty or witness duty two hours or more prior to the end of the work day, the employee shall return to work.

**ARTICLE 26 LEAVES WITHOUT PAY**

Section 1. An employee who has exhausted all leave available may request Leave Without Pay for a defined period not to exceed 90 days. The decision to grant or deny such leave shall be within the discretion of the employer based upon the reasons for the leave, the employees work record and the operational needs of the agency.

Reinstatement from Leave

Section 2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied. An employee may contact the Employer prior to the expiration of said leave, and request a reasonable extension for a justifiable cause.

An employee may be returned to work before the scheduled expiration of leave upon request by the employee and agreement by the Employer. Failure to return to work at the expiration of an approved leave of absence will be deemed a resignation.

Sick Leave Credit and Vacation Credit

Section 3. An employee on leave of absence without pay does not earn sick leave or vacation credit; however, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Abuse of Leave

Section 4. A leave of absence is granted for a specific purpose. If it is found the leave is not actually being used for such purpose, the employee will be subject to immediate termination.

**ARTICLE 27 VACATION**

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave for which an employee is eligible, is based upon length of service, as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
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

Section 2. Vacation is credited each bi-weekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with Employer or while in no pay status.

Section 4. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made a reasonable time in advance of the dates requested. Adjustments to the vacation request will be made in accordance with the workload requirements as determined by the Employer. An

employee wishing to change his/her scheduled vacation shall give the Employer reasonable advance notice.

Section 5. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 6. Employees may accumulate unused vacation time up to a maximum limit of three (3) years.

Section 7. Employees shall forfeit their right to take or to be paid for any vacation leave to credit which is excess of the accrual allowed. Such excess leave shall be eliminated from the employees leave balance. Employer will reasonably accommodate the employee to allow the use of such vacation during the last two months prior to the elimination of any accrued vacation. Current records of accrued vacation time will be available at the Richland County Solid Waste office.

Section 8. Days specified as holidays shall not be charged to an employee's vacation leave.

Section 9. An employee is entitled to compensation at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit, for the three (3) years immediately preceding the separation date of employment.

Section 10. If an employee, while on vacation, becomes ill or experiences an injury or a death in the family, which would warrant paid sick or funeral leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick or funeral leave rather than vacation leave.

## **ARTICLE 28 HOLIDAYS**

Section 1. Employees are entitled to the following paid holidays:

NEW YEAR'S DAY	1st day of January
MARTIN LUTHER KING DAY	3rd Monday of January
PRESIDENT'S DAY	3rd Monday of February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	4th day of July
LABOR DAY	1st Monday in September
COLUMBUS DAY	2nd Monday in October
VETERAN'S DAY	11th day of November
THANKSGIVING DAY	4th Thursday of November
CHRISTMAS DAY	25th day of December

\*A half day for New Years Eve (the office will close at noon)

\*A half day for Christmas Eve (the office will close at noon)

Employees required to work due to scrap trailer will be entitled to one half day off for working Christmas Eve Day and one half day off for working New Year's Eve Day to be taken at a mutually agreed later time.

\* Vacation time that is used in conjunction to a holiday will be rotated among the employees wishing to have those days off.

Section 2. To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receive pay) during the week in which the holiday falls, and must have worked his last scheduled entire working day prior to the holiday and his first scheduled entire working day after the holiday within the employees regularly scheduled work week, unless such absence has been approved by the Employer.

Section 3. In the event that an aforementioned holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 4. If an employee's work schedule is other than Monday through Friday he is entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

Section 5. Any work performed by an employee on any of the days listed in Section 1, except Christmas Eve or New Years Eve, shall be paid at the rate of one and one half the employee's straight time hourly earnings. Plus the employee shall receive straight time holiday pay in addition to hours actually worked pay.

Section 6. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays. Part-time employees shall be granted straight time hourly rate for the hours they normally would have worked for the holiday.

Section 7. If a holiday occurs during a period of paid leave, the employee will draw normal pay and will not be charged for such leave.

## **ARTICLE 29 PERSONAL DAY**

Each employee in the bargaining unit except newly hired probationary employees as limited below may take three (3) personal days off with pay per year (year defined as calendar year), at a time mutually agreeable to the employee and his supervisor. Newly hired probationary employees shall become eligible for usage of personal days upon completion of their probationary period to be taken at a time mutually agreeable to the employee and his supervisor.

## **ARTICLE 30 UNIFORMS**

Section 1. The Employer shall provide each employee with work clothes as follows:

1. The employer will replace worn insulated bibs, jackets, insulated hooded jackets and one pair of work shoe/work boots once per year. An account will be set up for the employee to go out and get these items.

## **ARTICLE 31 HEALTH INSURANCE**

The Authority shall provide during the life of this agreement hospitalization and medical insurance with the same benefits and subject to the same employee contributions, deductibles, and co-payments as is provided to a majority of other Richland County employees who are not covered by a collective bargaining agreement.

## **ARTICLE 32 WAGES**

### Wage Scale

Section 1. Effective December 1, 2013, all bargaining unit employees shall receive a \$.50 cents wage increase. Effective January 1, 2015, all bargaining unit employees shall receive a \$.35 cents wage increase. Effective January 1, 2016, all bargaining unit employees shall receive a \$.30 cents wage increase.

Employee's Base Hourly Rate shall be current hourly rate minus additional rate increases listed in Article 32 – Section 2 and Section 3.

### Chemical Spraying and License, Freon and Methane

#### Section 2.

- A. Any employee securing a license to spray chemicals will receive an additional \$.20 cents per hour above base hourly rate.
- B. Any employee removing Freon from appliances will receive an additional \$.25 cents per hour above base hourly rate.
- C. Any employee working with Methane will receive an additional \$.20 cents per hour above base hourly rate.
- D. The Employer will cover the cost of any classes needed when working with these items and the exam which occur during work hours. The employee will be paid for this time
- E. The Employer shall determine the number of employees needed in special needs positions listed in Article 32, Section 2, A, B and C.

#### Section 3.

In recognition of training received on the job and increased skill levels acquired due years of service with the Employer, all employees after ten (10) years of service will receive an additional \$.25 cents an hour, all employees after fifteen (15) years of service will receive an additional \$.25 cents on an hour, and all

) employees after twenty (20) years of service will be receive an additional \$.25 cents an hour.

Section 4. The starting rate for new hires will be \$9.00 an hour.

### **ARTICLE 33 NO STRIKE/NO LOCKOUT**

Section 1. The Union agrees that neither it, its officers, agents nor representatives will call, authorize, condone, or participate in any strike or work stoppage as defined in O.R.C. 4117.01(H).

Section 2. Employees shall not promote, instigate, support, nor in any manner engage in a strike or work stoppage as defined in O.R.C. 4417 0 1(H). In the event of a violation of this Section, the Union will take all reasonable steps to end the violation.

Section 3. The Employers agree not to lock our employees during the term of this Agreement.

### **ARTICLE 34 WAIVER IN CASE OF EMERGENCY/SEVERABILITY**

) Section 1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the County Commissioners, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

1. Time limits for management or the Union replies on grievances.
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievant(s) ) had properly progressed.

Section 2. Consistent with Chapter 4117 of the Ohio Revised Code, this contract governs the wages, hours, terms and conditions of employment of members of the bargaining unit and the terms of this contract prevail over any state statue to the contrary, except those which it is impermissible supersede under R.C. 4117.10 (A). If any specific provision of this contract is invalidated by a state or federal court ruling or subsequent change in the law, the parties shall upon written request of the either negotiate in good faith regarding any necessary change in this contract. The parties will meet in an effort to resolve any necessary change in the contract relative to the affected provision with fifteen (15) days of the request by either party.

**ARTICLE 35 CALAMITY DAY**

Section 1. If the Employer finds it necessary to close because of inclement weather or other unforeseen conditions, all employees will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. This only applies if the County Commissioners close all county offices or if your building is closed. If your building is open you must report.

Section 2. Employees required to work on a calamity day will be paid time and one half for hours actually worked and straight time for the remainder of the regular shift.

**ARTICLE 36 AFSCME PEOPLE**

The Employer hereby agrees to make a payroll deduction slot available to any and all bargaining unit employees who wish to contribute on a voluntary basis to the Public Employees Organized to Promote Legislative Equality (PEOPLE). If a deduction is desired, the employee shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk within thirty (30) days of the date of signature.

The Employer agrees to furnish the Union with a warrant in the aggregate amount of the deduction once per month, with a listing of the employees for which deductions were made.

Any employee who voluntarily authorizes PEOPLE deductions may at any time revoke said authorization. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 37 NEGOTIATION PROCEDURE**

Section 1. The Authority and the Union shall exchange written proposals to be bargained at the first meeting no later than the second meeting and no additional issues may be proposed thereafter except by mutual agreement. Unless the parties mutually agree to IBB the proposals shall be in paragraph form suitable for inclusion in the contract and merely listing topics shall not be permitted. The bargaining teams may also adopt by mutual agreement rules to govern the bargaining process, which

) shall apply to only to the negotiations at which they are adopted.

Section 2. Unless otherwise mutually agreed, the parties agree to meet at such reasonable times outside the employees' workday and places as are agreed to reach a successor agreement. Upon agreement to individual items, they shall be marked "tentatively agreed" and removed from further discussion unless it is mutually agreed to return them to the table. Tentatively agreed items shall be binding only upon ratification by the parties of the successor contract.

#### BARGAINING TEAM

Section 3. Each party shall be represented at bargaining sessions by a team of no more than three (3) members.

#### PRIVACY

Section 4. Negotiations shall be conducted in private in accordance with R.C. 4117.21. The Union may report on the status of negotiations to its membership and the Authority may report the status of negotiations to the Board. No other release of information concerning the content or status of negotiations shall be permitted without consent.

#### AGREEMENT

) Section 5. When the parties reach a tentative agreement, a written agreement will be prepared and presented to the membership and the Board. The membership shall first vote to approve or reject the proposed written agreement. If approved by the membership, it will be then approved or rejected by the Board.

#### DISAGREEMENT

Section 6. If the parties fail to reach complete agreement on the successor contract by 30 days prior to the expiration of the current contract, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he or she deems appropriate in an attempt to resolve the disputed issues. If the parties have not reached complete agreement on a successor contract by the expiration of the current contract, or such extension thereof as the parties mutually agree, then the Association may proceed in accordance with Ohio Revised §4117.14 (D)(2) and the Authority may implement its final proposals. During such process, the mediator may continue to work with the parties as he or she deems it appropriate. This procedure shall be deemed to be a mutually agreed dispute settlement procedure as authorized by

R.C.4117.14(C)(1)(f) and shall supersede the statutory procedure.

**ARTICLE 38            COMPLETE AGREEMENT**

Section 1.     The parties to this agreement each acknowledge that this contract contains the entire agreement between them. Neither party shall be obligated during the term of this contract to negotiate on matters contained in this contract or matter not contained in this contract, or the effects of either, even through such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this contract.

Section 2.     If the Authority implements a policy, practice, or procedure to carry out state or federal mandates, which are contrary to a provision of this contract which go into effect during the term of this contract, the Authority shall provide an opportunity for the Union to bargain about the effects of any change on the wages, hours, or terms and working conditions of staff members. The Union President or his designee must submit a written request for bargaining to the Director within 15 calendar days after the receipt of notice of change from the Director. Representatives of the Authority and the Union shall meet to bargain in good faith for a period of time not to exceed fifteen calendar days unless such time limitation is extended by mutual agreement. In the event that the bargaining issue(s) are not resolved with the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Services or a mediator from SERB, for an additional period not to exceed seven (7) days.

Section 3.     This section constitutes the Authority's entire duty to bargain during the term of this agreement. Any dispute over whether the Authority has complied with its bargaining obligation under this provision shall be determined through the grievance procedure of this contract only.

**ARTICLE 39            EMPLOYEE INFORMATION**

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

The Employer agrees to provide the Union with a periodic report of names, date of hire, addresses of new hires and transfers into the Union.

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**ARTICLE 40            CLOTHING ALLOWANCE**

Employees will receive one hundred and fifty dollars (\$150.00) a year for clothing allowance. The employee may choose to receive a check (minus taxes) or the employer will set up accounts at designated stores to be announced where you can go and purchase the clothes. The employee must decide by January 30 of each year whether they want the lump sum check or money in the account. The money put in the account, can be carried over year to year, but all must be used out of the account by December 31, 2016.

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**COPY**

**ARTICLE 41 DURATION OF AGREEMENT**

Section 1. This agreement shall become effective on the day following the date ratified by the Board of Trustees provided it has already been ratified by the Bargaining Unit and shall remain in full force and effect until December 31, 2016.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the date, nor later than one hundred and twenty(120) calendar days prior to the expiration date of this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement, this 5<sup>th</sup> day of Dec, 2013

For the County

For the Union

[Signature]

Roberta Skok

Kenneth Bender

Jim Company

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