HURON COUNTY BOARD OF COMMISSIONERS/AFSCME

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AGREEMENT BETWEEN THE HURON COUNTY BOARD OF COMMISSIONERS AND AFSCME, OHIO COUNCIL 8, LOCAL 710

CUSTODIAL/MAINTENANCE UNIT

Effective January 1, 2014 through December 31, 2016

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ARTICLE 1/PREAMBLE

This agreement entered into by the Huron County Commissioners, hereinafter referred to as the Employer and Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, and its Local Union 710, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, benefits, salaries, wages, and all other conditions of employment.

ARTICLE 2/RECOGNITION

Section 1. The Huron County Board of Commissioners ("Employer") recognizes AFSCME, Ohio Council 8 ("Union") the sole and exclusive representative for all employees in the Bargaining Unit, defined as follows:

Included: All employees of the department of Building Maintenance and Grounds, including Custodian and Mechanic

Excluded: All management level, supervisory and confidential employees as defined in the Act, and all other employees.

Section 2. In the event a new job class is created within any department covered by this Agreement, it is agreed between the parties that negotiations shall take place to determine whether or not a job class shall be included in the bargaining unit. If it is agreed that the position should be placed in the bargaining unit, management and the union will negotiate applicable terms and conditions of employment. The parties agree to jointly petition the State Employment Relations Board for inclusion of such positions in the applicable department.

ARTICLE 3/GENDER NEUTRALITY

Section 1. It is the intent of the parties that this contract not specify male or female preference in any clause. Accordingly, wherever a male or female pronoun is used, it shall be construed to include both the male and female gender.

ARTICLE 4/UNION REPRESENTATION

Section 1. The Employer agrees to admit one Council 8 Representative to the Employer's facilities during the Employer's normal office business hours, for the purpose of processing grievances or attending meetings as permitted herein, with advanced notice to the Employer. Additional Representatives may be admitted with prior approval of the Employer.

Section 2. The Employer shall recognize one Steward and one alternate Steward in the Unit for the purpose of processing grievances and other representation duties. Stewards and other
representatives whose attendance has been pre-approved by the Employer shall lose no

earnings**,** wages or other compensation as a result of meetings with the Employer or its agents.

Section 3. The Union shall provide to the Employer an official roster of its representative(s) to include officers, Steward and alternate who have authority to act upon behalf of the Union, which is to be kept current at all times. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written notification of that person's selection.

Section 4. The investigation and writing of grievances by the Steward~~ shall be on non-work time. The writing of grievances involving suspensions or terminations~~ may take place on work time, without loss of pay, **so long as time spent does not exceed one hour.** The Steward shall be granted reasonable time to write a grievance in such circumstances. If grievance hearings or other meetings with Management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

Section 5. 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 authorized herein.~~ **The Union will notify the Employer when an outside representative plans to be on County premises.**

Section 6. The Union shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the Union. The Union shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. The Union's failure to comply with the provisions of this Section may be cause for the Employer to revoke permission to use Employer facilities.

Section 7. The Local shall be allowed five (5) days off per year for duly elected Union delegates or alternates to attend the conventions, conferences and seminars of the Union, Council, and the biennial Conventions of the American Federation of State, County and Municipal Employees, and AFL-CIO. Such time off shall be granted without pay. The number of employees off at any one time shall be limited to two (2). The Union shall notify the County ten (10) days prior to said functions of the employees attending.

Section 8. The Union shall be provided with a seniority list, a list of newly hired employees, a list of current addresses, position reclassifications, transferred employees, resignations and retirements. These lists shall be made available on a monthly basis.

Section 9. The employer agrees that, with prior notice to the Employer in order to facilitate scheduling, and minimize disruption, the union shall have the right to address new hires during the orientation period for the purposes of:

1. **Introducing employees to the union and the union's officers and stewards;**
2. **Providing new hires with a list of the names, phone numbers, and addresses of union officers, stewards, and the union office;**
3. **Introducing employees to important provisions in the collective bargaining agreement;**

4. **Providing new hires with a copy of the AFSCME's Challenge and Objection procedure;**

5. **Providing new hires with information about important union benefits;**

6. **Soliciting employees to become involved in the union.**

ARTICLE 5/MANAGEMENT RIGHTS

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

A. determine matters of inherent managerial policy, which include but are not limited to, areas of discretion of policy such as the functions and programs of the Employer's standards of services and the Employer's overall budget, utilization of technology, and organizational structures;

B. direct, supervise, evaluate, or hire employees;

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

D. determine the overall methods, process, means of personnel by which governmental operations are to be conducted;

E. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. determine the adequacy of the work force;

G. determine the overall mission of the Employer as a unit of government;

H. effectively manage the work force;

I. take actions necessary to carry out the mission of the Employer as a governmental unit;

J. establish reasonable work rules, policies, and directives not inconsistent with this agreement.

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

ARTICLE 6/NO STRIKE/NO LOCKOUT

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this Article.

Section 3. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interrupt the operations or services of the Employer by its members during the term of this Agreement.

Section 4. In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall immediately upon notification by the Employer, undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

ARTICLE 7/UNION DUES/CHECKOFF/FAIR SHARE FEE

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

A. The Union shall inform the Employer of the amount of Union dues, fees, and assessments. Any changes in same shall be notified to the Employer thirty (30) days in advance of the effective date of change in deduction amount. Deductions shall be made once a month from the employee's pay. Monies so deducted shall be timely transmitted to the Union at the mailing address provided by the Union. The Union shall provide the Employer with a written payroll deduction authorization form that includes a statement of agreement to said dues deduction and signed by the employee.

B. The Employer shall cease making "check off' deduction upon an employee's: (1) termination of employment; (2) move to a job outside the bargaining unit; (3) layoff from work; (4) approved extended leave of absence; (5) revocation of the check off authorization in accordance with applicable terms of this agreement or the terms of the card.

C. The Employer shall not make dues deduction for an employee in any month that the employee failed to receive sufficient wages to equal the dues deduction amount and after required federal and state deductions are made.

D. Neither an employee nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within sixty (60) days after such error is claimed to have occurred. If such claim of error is agreed to by the Employer, it shall be corrected at the next pay period in which Union dues are deducted.

E. Payroll deduction of dues shall be authorized for the Union only. No other organization attempting to represent the employees shall be granted payroll deduction of dues.

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

A. the fair share fee amount shall be communicated to the Employer in writing by the Union;

B. the fee shall be deducted automatically and without written authorization from an employee;

C. fee deductions shall be made at the same time and in the same manner as Union dues deductions as set forth under this article;

D. the fair share fee shall not exceed the regular Union dues;

E. the Union represents to the Employer that it has and shall maintain in force throughout the term of this agreement a fair share fee reduction and challenge procedure for fee paying employees, which conforms to provisions of ORC 4117.09 (C), federal law, and applicable state and federal court decisions.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this article regarding the deduction of Union dues, fees, assessments, and fair share fees; and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 8/RULES AND REGULATIONS

Section 1. The Employer, in order to carry out its statutory mandates and goals has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 2. Copies of written work rules and personnel policies or amendments thereof promulgated following the effective date of this Agreement, will be posted and furnished to the Union no less than five (5) working days prior to the effective date of such rules and amendments. During the five (5) day period, the Union may request a meeting to discuss the effect of the work rule, policy, or amendment. It is agreed that work rules regarding health and safety or work procedures are not subject to a posting period.

Section 3. No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement.

ARTICLE 9/PROBATIONARY PERIOD

Section 1. Probationary period for all newly hired employees shall be one hundred twenty (120) calendar days.

Section 2. All employees promoted and/or transferred into a bargaining unit position shall serve a one hundred twenty (120) day probationary period.

Section 3. Any employee whose performance evaluation is determined to be unsatisfactory shall be placed on performance probation for three (3) consecutive months, during which time the employee shall be expected to make satisfactory progress. If the employee fails to substantially improve his/her performance, he/she shall be reduced in pay or position or terminated as determined by the Employer.

Section 4. New hire probationary terminations or reductions are not subject to the grievance procedure.

ARTICLE 10/SENIORITY

Section 1. Seniority shall be computed on the basis of full-time continuous service in the bargaining unit. Once service is broken, the employee loses all previously accumulated seniority. The Seniority date of all bargaining unit employees employed as of the date of this agreement shall be the date of this agreement.

Section 2. An approved injury, illness or leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures of this agreement.

Section 3. A bargaining unit employee who hereafter is voluntarily promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but he/she shall not accumulate additional seniority after the date of the promotion or transfer.

Should the Employer return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list with seniority to be determined according to this Article. Any employee hired directly into a job outside the bargaining unit and/or an incumbent

employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall, if moved into a bargaining unit position, be placed at the bottom of any seniority list for his/her bargaining unit classification. Employees of the Board of County Commissioners who transfer into the bargaining unit shall lose no accumulated benefits.

Section 4. An employee shall lose all seniority rights for any one or more of the following reasons:

A. Retirement
B. Voluntary resignation
C. Discharge
D. Layoff in excess of the time permitted herein for recall

Section 5. The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on the bulletin board in each department showing date of service, classification, and rate of pay. One copy of the seniority list shall be forwarded to the Local Union Steward. Once the seniority list has been posted, employees and the Union shall have thirty (30) calendar days in which to challenge the information contained therein. Such challenges shall ~~h~~**b**e made to the Employer in writing. Corrections shall be made when it is proven that any employee is placed in the wrong position on the list. Any information which is not altered as a result of an employee challenge shall be considered final.

Section 6. Part-time employees shall receive pro-rata seniority~~,~~ and sick leave.

ARTICLE 11/SHIFT ASSIGNMENT

Section 1. Between December 1 and December 15 each year, employees in classifications which work shifts may submit their indication for shift preference by building to the Superintendent of Building Maintenance and Grounds. The most senior employee working in a building has preference over which shift he/she works in that building. Changes in shift will be effective January 1 of the following year.

Section 2. Employees who are assigned to begin their regular full shift on or after 1:00 p.m. shall receive, in addition to their hourly rate, a shift differential of twenty cents ($0.20) per hour for each hour worked on that shift.

ARTICLE 12/VACANCIES AND PROMOTION

Section 1. Whenever the Employer determines that a permanent vacancy is to be filled, notice of such vacancy shall be posted on bulletin boards in the departments where bargaining employees work for a period of not less than five (5) work**ing** days. During the posting period, anyone in the **bargaining unit** 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 applications submitted after the posting date, or from employees who do not meet minimum qualifications for the job, or employees who are in ~~a~~ **their** probation**ary** period.

~~Whenever the Employer determines that a permanent vacancy is to be filled, notice of such vacancy shall be posted on bulletin board in the department where bargaining unit employees work for a period of five (5) work days. During the posting period, anyone in the bargaining unit 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 applications submitted after the posting date or from employees who do not meet the minimum qualifications for the job, or who are in a probationary period.~~

Section 2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for thirty (30) days pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3. All timely-filed applications shall be reviewed by the Employer. The qualified applicant with the most seniority shall be selected. Should there be no qualified applicants within the ~~department~~, **Bargaining Unit,** the Employer may fill the position in any manner.

Section 4. ~~Once the selection has been made~~ **When a candidate has been selected**, the Employer will notify all bargaining unit applicants and the Union of ~~the~~ **its** ~~selection~~ **decision**.

ARTICLE 13/PERSONNEL FILES & RECORDS

Section 1. An employee may request to examine and obtain a copy of her/his personnel file ~~during non-work~~ **during work** time in the presence of a Management employee or designee. Employees are not permitted to remove any article from the file.

Section 2. If an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents he/she may submit a written statement, not to exceed one side of one 8 1/2" X 11" page, explaining the inaccuracy. The employee's written statement may be attached to the material in question, and filed with it.

ARTICLE 14/GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. 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. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement.

Section 3. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one member selected by such group will process the grievance.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step where the decision by management being grieved has been made. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure; however, Management shall not establish a practice of not answering grievances. Where a grievance is denied, Management shall specify the reason for denial.

Section 5. The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

1. Aggrieved employee's name
2. Aggrieved employee's classification
3. Name of employee's immediate supervisor;
4. Date and time of incident giving rise to grievance
5. Date and time grievance was first discussed
6. Date grievance was filed in writing at Step 1
7. A statement as to the specific Articles and Sections of the Agreement violated
8. A brief statement of the facts involved in the grievance
9. The remedy requested to resolve the grievance

Section 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union; working days, as used in this Article, shall not include Saturdays, Sundays or holidays specified in this agreement.

Section 7. Each grievance shall be processed in the following manner:

INFORMAL STEP (All employees)

An employee having a grievance **who may be represented by a representative of the Union** will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee and within twenty four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1.

The Supervisor, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within five (5) working days of the

meeting. If the employee is not satisfied with the written response of the supervisor, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 - DIRECTOR OF HUMAN RESOURCES

The Director of Human Resources or his/her designated representative, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting with the employee filing the grievance and the Union Representative. Prior to this meeting, the Director of Human Resources or his/her representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the Director of Human Resources or his/her representative shall provide the employee and the Union with his/her written response to the grievance.

Step 3- **MEDIATION**

By mutual agreement, grievance mediation may be utilized by the parties after Step 2 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request to the other party within ten (10) workdays following the Step 2 answer. If the County and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. The grievance may then proceed to arbitration. Either party may withdraw its consent to mediate by notifying the other party in writing within ten (10) working days.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. Each party shall ~~have~~ be represented by one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with either Management or the Union, but will not have the authority to compel the resolution of the grievance.

Step ~~3~~ **4** ARBITRATION

If the grievance is not satisfactorily settled in Step **3** ~~4~~, the Union may submit the grievance to Final and Binding Arbitration by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) local arbitrators within thirty (30) days of the date of receipt of the answer at Step 2, with a copy of such request 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 Step 4 reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. 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's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision 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 him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

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 except as specifically authorized herein.

In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the Union,

the employee and the Employer. The costs of the Arbitrator shall be paid by the losing party. Should the Arbitrator not uphold the position of either party in total, then the Arbitrator shall determine in what proportion the parties shall share the fee.

Section 8. 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.

Section 9. A grievant may have one employee Union Steward **and** other Employee Union Representative accompany him/her in ~~at~~ Steps 1 through 3 of the procedure. A grievant may have one employee Union Steward in addition to any non-employee Union representatives accompany him/her at Steps 4 and 5. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure, or at Arbitration.

Section 10. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step**s 3 and 4,** the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to Step 4of the procedure.

ARTICLE 15/LABOR-MANAGEMENT CONFERENCE

Section 1. In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Grievances which have not reached the final step (Arbitration) may be included on the agenda. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each six (6) months unless it is mutually agreed to meet more frequently.

Section 2. There shall be no more than two (2) employee representatives in attendance at the Labor-Management Conference and no more than one (1) non-employee representative. There shall be no more than three (3) management representatives at the Conference. Both parties can add representatives if mutually agreed upon. Requests for additional representatives shall not be unreasonably denied.

ARTICLE 16/LAYOFF AND RECALL

Section 1. In a case of an anticipated layoff of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 2. Affected employees shall receive written notice of layoff and reasons thereto at least **ten (10)** ~~five (5)~~ ~~calendar~~ **working** days prior to the effective date of layoff. The notice shall advise the employee of any bumping rights within the Bargaining Unit. The Steward shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 3. The Employer shall determine in which classifications layoffs will occur. The least senior employee in each affected classification shall be placed on layoff.

Section 4. An employee receiving notice of layoff shall have five (5) working days following receipt in which to use his/her seniority to exercise his/her right to bump an employee in the Bargaining Unit with less seniority in the same classification and then to a lower rated bargaining unit position, provided the more senior employee possesses the skill, ability and qualifications to perform the work as determined by the Employer.

An employee who bumps into a lower rate position will be compensated at the rate of pay for the position to which he/she bumped. An employee who does not have sufficient seniority and/or skill, ability, qualifications and past performance as determined by the Employer to bump another employee within the same department shall be laid off and placed on the appropriated recall list.

Section 5. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled to any bargaining unit classification where the employee has the skill, ability, qualifications and past performance to perform the work as determined by the Employer. In the event an employee refuses recall to a bargaining unit classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if the employee refuses recall to the employee's original classification, such employee shall be removed from the recall list.

Section 6. Employees shall be on recall for a period of the lesser of twenty-four (24) months, or their seniority at the time of layoff. The Union Steward shall be forwarded **a** copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made.

Section 7. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 8. The recalled employee shall have up to seven (7) calendar days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the seven (7) calendar days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable

extension not to exceed thirty (30) days. In the event a documented illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be bypassed for recall, but shall remain on the recall list. Complications of employment with other employers shall not be considered "extenuating circumstances" or "good cause".

Section 9. The Employer shall not promote or hire into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

ARTICLE 17/DISCIPLINARY PROCEDURES

Section 1. No employee shall be disciplined except for cause.

Section 2. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner.

Section 3. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The order of progression may include oral reprimand, written reprimand, suspension, and discharge.

Section 4. Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify the employee and the Union Steward in writing of the charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.

The employee may be accompanied by a Union Steward or Union representative during the disciplinary hearing. Prior to the time of the hearing, the employee may waive the disciplinary hearing in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present her/his response.

An employee who is disciplined may file a grievance in accordance with the grievance procedure herein. An employee who is suspended or terminated may file a grievance at Step 2 of the grievance procedure and may have a conference with a Union Steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

Section 5. Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period:

Verbal or written warnings:	24 months
Suspension:	36 months

Section 6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 18/HOURS OF WORK AND OVERTIME

Section 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 work day or work week 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.

Section 2. The standard workweek for full-time employees covered by the terms of this Agreement shall be forty (40) hours, with seven (7) consecutive days for computation of pay and overtime purposes. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12 o'clock midnight the following Saturday.

Section 3. Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift, which shall be scheduled by the Department Head or supervisor approximately midway through the shift.

Section 4. When an employee is required by the Employer to work more than forty (40) hours in a work week as defined in Section 2, above, he/she shall be paid overtime pay for all time worked in excess of forty (4()) hours in a week. "Time worked" shall include only time actually at work, and shall not include paid time off, such as vacation time, holiday time, compensatory time and sick leave. The employer may flex schedules on a day-to-day basis to keep the workweek within forty (40) hours. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay computed in accordance with federal and state law..

Section 5. When overtime work is determined to be necessary by the Employer, employees in the affected classification(s) who work in the building(s) in need of such overtime shall be asked first followed by any other qualified employees in the Bargaining Unit. Should an insufficient number of employees volunteer, the Employer may fill the overtime requirement through any means, including requiring employees in the classification(s) affected, in inverse seniority order, to work such overtime as a condition of employment, or by contracting such work out. When work tasks continue past the regular workday and into overtime, the Bargaining Unit members who worked the area on regular hours may complete the project for that workday.

Section 9. Overtime pay and docking for tardiness shall be calculated to the closest one-quarter (1/4) hour.

Section 10. Employees may accumulate compensatory time off in lieu of overtime. An employee who wishes to request compensatory time in lieu of overtime pay shall designate this request in writing to the Employer prior to the end of the pay period in which the

overtime is worked. Compensatory time shall accumulate at the rate of one and one-half (1-1/2) hours per hour of overtime worked. Employees may not accumulate more than forty (40) hours of compensatory time. Hours earned over forty (40) will be paid. During any time period, the Employer may deny the accumulation of compensatory time for all employees and require employees to take pay for overtime worked, or offer overtime to be paid in compensatory time only. An employee has the right to refuse overtime when only compensatory time alone is offered as compensation.

Section 11. An employee wishing to use compensatory time shall request such time a minimum of two workdays in advance. The two workdays notice may be waived by the supervisor. The use of compensatory time may be denied due to work schedules and insufficient staffing, but otherwise shall not be unreasonably denied.

Section 12. The Employer reserves the right to install time clocks throughout its facilities and require employees to clock in at the beginning and end of their work day.

ARTICLE 19/WORKING OUT OF CLASSIFICATION

Section 1. Employees assigned to work in a lower Bargaining Unit classification shall be paid at their regular rate of pay for the duration of the assignment.

Section 2. When an employee is assigned to work in a bargaining unit classification that is higher than her or his regular classification, the following shall apply. After working a minimum of four(4) hours in the higher classification, the employee will then be paid at the higher classification rate for all hours worked that day and for all subsequent hours worked for so long as the higher-classification assignment continues without interruption. Any break in time worked in the higher classification (excluding non-working hours occurring after the end of the shift) will require a new four-hour (4-hour) qualification period before the higher rate is again paid.

ARTICLE 20/WEATHER RELATED AND EMERGENCY CLOSINGS

Section 1. Huron County Policy 8.2, E, "Weather Related and Emergency Closing," is the governing authority concerning the closing or delay in opening of any or all Huron County offices, buildings, or facilities. In accordance with this policy, if offices, buildings, or facilities are officially closed, employees will be compensated for those hours they were otherwise scheduled to work. Employees who are required to work because their positions are deemed essential to operations that serve the needs of the citizens of Huron County will be compensated for all hours worked at their regular rate of pay. Hours worked in excess of forty (40) for that work week will be paid at the overtime rate of time and one-half. In addition to wages received for hours worked during the time period of the official closing or delay, such employees will be eligible to take a commensurate number of hours off with pay at a later date. The scheduling of this hour-for-hour commensurate time off will be subject to approval by the supervisor or appointing authority. Commensurate emergency time off is not compensatory time covered by Article 18, Section 10 of this agreement.

ARTICLE 21/AUTOMATIC PAYROLL DEPOSITS

Section 1. All wages will be issued via automatic payroll deposit. Employees must complete the Authorization Agreement for Automatic Deposits (ASH Credits) [Appendix A] and forward it to the Payroll Department in the Huron County Auditor's Office, along with a voided check from the checking account into which the employee wishes his or her wages to be deposited. Employees will receive a payroll record indicating wages earned and deductions made for each pay period.

ARTICLE 22/WAGES

Section 1. The hourly rate for all employees covered under this agreement will be increased by ~~two percent (2%)~~ **three percent (3%)** for year one of this agreement (i.e. **January** ~~November~~ 1, ~~2010~~ **2014** through ~~October~~ ~~**January**~~ **December** 31, ~~2011~~ **2014**) with retroactivity to November 1, ~~2011~~ **2013**.

~~The parties agree that wages for year two of this agreement are frozen.~~ **The hourly rate for all employees covered under this agreement will be increased three percent (3%) for year two of this agreement (i.e. January 1st, 2015 through December 31, 2015).**

~~For year three of this agreement, wages will be negotiated in reopened sessions to take begin~~ [sic] ~~not less than sixty (60) days prior to October 31, 2012.~~ **The hourly rate for all employees covered under this agreement will be increased three percent (3%) for year three of this agreement (i.e. January 1, 2016 through December 31, 2016).**

ARTICLE 23/LONGEVITY

Section 1. **Effective January 1st, 2014,** all employees on the active payroll **as of the first pay period in December,** ~~as of December 31 each year~~ who~~m~~ have at least five (5) years of service shall receive a longevity payment. The longevity payment shall be sixty-five dollars ($65) per year of service for all full years of service as of the **first pay period in** December up to maximum of one-thousand and seven-hundred dollars ($1700). ~~Such pay shall be paid in the last pay period of the calendar year in a separate check.~~ **Employees shall receive their longevity pay in a separate check on the first pay day in December.**

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

ARTICLE 24/INSURED BENEFITS

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

Section 2. One bargaining unit employee selected by the Union may participate in the Employee Review Committee.

ARTICLE 25/SICK LEAVE

Section 1. Sick Leave is earned by full-time employees at the rate of four and six tenths (4.6) hours for each eighty hours of paid service. Sick leave does not accrue on overtime. The amount of sick leave time any one employee may accrue is unlimited. Sick leave will be charged in minimum units of one-quarter (1/4) hour.

Section 2. Sick leave may be requested for the following reasons:

1. Illness or injury of the employee;

2. Illness or injury of the employee's immediate family where attention by the employee is necessary;

3. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

4. Medical, dental, or optical examinations or treatment of employee, or a member of his/her immediate family where the attendance of the employee is necessary;

5. Disability due to pregnancy, childbirth, and/or related medical conditions;

6. Death of a member of the immediate family, limited to five (5) days.

For purposes of this section, "immediate family" shall mean spouse, father, mother, child, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law, daughter-in-law. Granting of sick leave shall be at the discretion of the immediate supervisor.

Section 3. An employee requesting unexpected sick leave shall inform his/her supervisor of the fact and the reason, before the start of his/her workday or shift, a minimum of one-half (1/2) hour before the start of his/her workday or shift, for each day, unless otherwise authorized. Failure to do so may result in denial of sick leave for the period of absence. Employees are to schedule medical appointments during non-work hours and days and/or as close to the start or end of the workday as possible.

Section 4. Whenever medical attention is required, the employee shall be required to furnish a statement from a licensed physician or licensed medical practitioner notifying the Employer that the employee was disabled and unable to perform his/her duties during the entire period of absence. In addition, such physician statement shall be required for absences of more than three (3) consecutive workdays due to illness. Upon return to work, the employee must furnish a statement from the health care provider certifying his/her ability to perform the job duties.

Section 5. The Employer has the authority to investigate the reasons for an employee's absence. An employee who fraudulently obtains sick leave or falsifies sick leave records is subject to disciplinary action. If the Employer determines that there has been a pattern of abuse of the use of sick leave by a bargaining unit employee, the Employer shall so notify the

Employee. Such determination shall not be arbitrary or capricious. From that date forward, the Employer may require proof of illness in the form of a physician's statement of disability or other proof satisfactory to the Employer to approve the use of sick leave, until such pattern of abuse is ended for a period of no less than six (6) months.

Section 6. Sick leave must be requested on the approved sick leave form as soon as the employee returns to work.

ARTICLE 26/SICK LEAVE CONVERSION

Section 1. At the time of disability or service retirement under a state/municipal retirement system, an employee with ten (10) or more years' service with any political subdivision of the State of Ohio may choose to be paid in cash for one-fourth (1/4) the value of his/her earned but unused sick leave credit. The maximum payment may not exceed thirty (30) days of pay at the hourly rate at separation. However, all those county employees hired prior to May 3, 2002 may choose to be paid in cash for one-fourth (1/4) the value of his/her earned but unused sick leave credit after five years of service with Huron County with the maximum payment not exceeding forty-five (45) days of pay at the hourly rate at separation.

Section 2. An eligible employee who dies is considered to have terminated his/her employment as of the date of death. Sick leave conversion will be paid according to Ohio Revised Code Section 2113.04 and at the same levels provided for under disability or service retirement.

ARTICLE 27/VACATION

A. Bargaining Unit employees will accrue vacation benefits as shown on the following chart:

Years of Service	Vacation Hours	Hours Accrued Per 80 hours On Active Pay Status
Less than 1 Year	None	3.1
After 1 Year	80 hours	3.1
After 8 Years	120 hours	4.6
After 15 Years	160 hours	6.2
After 25 Years	200 hours	7.7

Vacation accrues while an employee is on active pay status (on the payroll) but not during overtime work. On the 8th, 15th, and 25th anniversary of employment, vacation begins to accrue at the higher rate.

B. After one (1) full year of service with the County, an employee will be credited with vacation earned during the first year of employment. Vacation may be taken only after one (1) full year of employment. If an employee terminates his/her employment before serving one (1) full year with the County, he/she will receive no vacation pay.

C. Length of service for the purpose of calculating the rate of vacation accrual will include all prior service with the State of Ohio and any political subdivision of the

state. Prior service credit will not apply to an employee who retired before June 24, 1987, and subsequently was rehired after June 24, 1987. Prior service credit counted for vacation leave accrual purposes will not apply to an employee who has been removed from public service due to a felony conviction.

D. An employee may not cash in vacation pay in lieu of time off. Employees in the bargaining unit holding seasonal part-time positions as of the date of this agreement shall accrue vacation at the two (2) week rate for hours worked. Vacation for seasonal part-time employees may not carry over from year to year, and may be cashed out.

E. Upon separation from service, an employee will be paid for any accrued, but unused, vacation leave to his/her credit. Payment will be at the employee's current rate of pay. In special and meritorious cases, the Employer may authorize an employee to receive payment for any unused vacation from the previous three (3) years, plus the current year's accrual.

F. Vacation may be taken in minimum increments of one (1) hour and must be requested on a Request for Leave Form, according to the procedures established by the Employer.

G. Vacation leave may be denied during a specific period, if the workload dictates.

H. An employee who is disabled due to illness or injury or experiences a death in the family that would qualify for paid sick leave while he/she is on vacation may request time off charged to sick leave by showing documented proof of eligibility. If the reason for the leave qualifies under the family and medical leave policy, the leave will be charged against the employee's family/medical leave entitlement from the date of the qualifying event.

I. By April 1 each year, employees shall submit their vacation requests for the balance of the calendar year to the Employer. Vacation requests submitted shall be approved or denied by April 15th. Conflicts shall be resolved in favor of the most senior employee. Vacation requests submitted after April 1 shall be granted, as available, on a first-come, first served basis.

ARTICLE 28/PERSONAL DAYS

At the beginning of the calendar year, each employee shall be credited with twenty-four (24) hours of personal leave. When an employee desires to use his/her personal time, he/she shall reasonably attempt to notify his/her immediate supervisor within forty-eight (48) hours of the time he/she is scheduled to report to work. Personal time may be utilized in increments of one (1) hour. Personal time may not be carried over from year to year.

ARTICLE 29/HOLIDAYS

Section 1. Regular full-time employees receive eight (8) hours pay on the following holidays:

New Year's Day Labor Day

Dr. Martin Luther King, Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Part-time employees will be paid straight time for holiday hours they otherwise would have been scheduled to work.

Section 2. An employee who is required to work on a holiday will be paid at the rate of one and one-half (11/2) times his/her regular rate of pay for each hour worked, in addition to his/her holiday pay.

Section 3. If a holiday falls on Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday.

Section 4. Only employees in active pay status will receive holiday pay. An employee on unpaid leave for any reason on the day before or after a holiday does not receive holiday pay. An employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the holiday, unless the absence has been approved by the Employer. In case of personal illness, a physician's proof of disability will be required for the absence to be approved. In the case of absence for illness of a family member or funeral leave, appropriate proof will be required.

Section 5. Employees who are on vacation or on paid sick leave during a holiday shall not be charged for vacation or sick leave for the holiday, but shall receive holiday pay.

ARTICLE 30/JURY DUTY AND COURT APPEARANCE

Section 1. Employees shall be granted leave with pay when required to serve on a jury during regularly scheduled work hours. Employees are required to return any monies received for jury duty to the County Auditor.

Section 2. Employees released from jury duty at or before noon shall be required to return to work for the balance of the work day.

Section 3. Employees shall lose no straight time pay when subpoenaed to appear in court on behalf of the County.

ARTICLE 31/EMPLOYEE EDUCATION, TRAINING, AND DEVELOPMENT

Section 1. The Board of Commissioners recognizes the need for lifelong learning through education and training to enable its employees to increase their skill level and knowledge base and to develop competencies that will enable the County's workforce to provide the citizens with timely, high-quality, and cost effective services. The Commissioners further believe that employees who engage in learning and development opportunities increase their competence, productivity, self-confidence, and personal as well as job-related satisfaction.

Section 2. Employees who wish to pursue further education, training, or development may submit one request annually to their supervisor or department head. Final approval rests with the Huron County Board of Commissioners. Requested education, training, or development must be job-related or designed to increase the employee's skills, knowledge, or competence on the job. To be eligible, employees must have successfully passed their probationary period and be in good standing in terms of performance, attendance, and conduct. Appropriations will not exceed $500.00 per employee per annum.

~~Section 2. In furtherance of these beliefs, the Commissioners agree to establish an educational stipend pool equal to $500.00 per full-time employee (full-time = forty [40] hours per week; twelve [12] months per year) for the three-year (3-year) term of this agreement. (E.g. $500.00 per employee x 10 employees = $5,000 pool) Employees must have worked for the County for at least twelve (12) months in order to be eligible for a stipend. Educational classes or coursework included under this Article are normally conducted external to the workplace and outside of normal work hours. Exceptions to this may he made at the sole discretion of the Commissioners or their designee. Coursework must be work-related and designed to increase the employee's skills, knowledge, or competence.~~

~~Section 3. Employees who wish to apply for an educational stipend must complete the Application for Educational Stipend attached to this agreement as Appendix B and submit it to their immediate supervisor who will sign, date, and forward it to the appropriate appointing authority who will in turn sign, date, and forward the application to the Stipend Review Committee. Members of the Stipend Review Committee shall be appointed by the Commissioners to include, but not necessarily be limited to, the Director of Human Resources and the Custodial/Maintenance Supervisor. The Stipend Review Committee will evaluate applications and make recommendations for the awarding of educational stipends and their amounts to the Commissioners. Final approval of any and all educational stipend awards rests with the Commissioners.~~

~~Section 4. The following criteria will be used to evaluate stipend applications: length of service; performance; the nature of the course work or class and its applicability to the employee's current position or the employee's development in terms of work-related skills, knowledge, or competence; the employee's record of attendance at training or development opportunities offered by the Commissioners or Appointing Authorities that are open for their attendance; previous stipend awards, and competing applications for stipends.~~

~~Section 5. Additional terms for the awarding of educational stipends are as follows. Up to $500.00 will be available to each employee, subject to application and approval, during the first year of the contract. At the end of the first year, any monies not awarded or paid out during that year will be carried over to the next year. During the second year of the contract, up to $500.00 will be available again to each employee, subject to application and approval. Any monies not awarded or paid out during year two of the contract will be carried over to year three of the contract. During the third and final year of the contract, all remaining dollars from the stipend pool will be available to employees, subject to application and approval, such that employees may receive an award greater than $500.00 depending upon~~

~~the amount of the remaining pool of money and the number of stipends awarded, subject to the sole discretion of and approval by the Commissioners.~~

~~**Section 6. Any unused money at the expiration of the collective bargaining agreement will be returned to the General Fund.**~~

ARTICLE 32/MILITARY LEAVE

Employees who are members of the Ohio National Guard or of reserve components of the naval, air or ground forces shall be entitled to a leave of absence from their respective duties in accordance with applicable provisions of State and Federal law. Employees shall receive the difference between their regular pay and their base military pay for a maximum of the number of workdays in one month per year.

The restoration or re-employment of employees from active military service to the County shall be in accordance with applicable provisions of law.

ARTICLE 33/BULLETIN BOARDS

Section 1. The Employer agrees to provide space for a bulletin board in an agreed upon area of the County facilities for use by the Union.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the local Union Steward or his designee. It is understood that no material may be posted on the Union bulletin board at any time which contains political messages, attacks upon elected or appointed officials, or political endorsements.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board areas designated for use by the Union. Employees are prohibited from wearing union or political buttons, badges or the like during working hours.

ARTICLE 34/MISCELLANEOUS PROVISIONS

Section 1. The Employer and Union recognize that one position in the bargaining unit is a shared job, with each employee working thirty-two (32) hours per week, each for a reciprocal six month period. It is understood that this is one part-time position, and that no incumbent employee in this position has the right to bump a full-time bargaining unit employee, It is further agreed that neither incumbent may bump the other job sharing employee to extend his/her work year.

Section 2. The Parties agree that the County's wage continuation plan for on-the-job injuries shall apply to bargaining unit employees as long as it is in existence.

Section 3: The Employer shall continue the current practice of providing uniforms to employees in the bargaining unit.

Section 4. Employees in the bargaining unit shall be eligible for the County's Catastrophic Leave Benefits as approved by the Board of County Commissioners.

Section 5. Employees shall be granted mileage for use of their personal vehicle for county business in accordance with the County policy.

Section 6. An employee who is a volunteer fire fighter shall suffer no loss of straight time pay as a result of being late to work, or missing an entire workday due to emergency response schedule.

Section 7. The employer shall continue the practice of permitting an employee who serves as a representative to military funerals to have leave for such purpose.

ARTICLE 35/ UNIFORM, BOOT, AND OUTERWEAR POLICY

This article replaces the Memorandum of Understanding dated March 24, 2005 and May 21, 2008.

All bargaining unit members are required to be properly identified as Huron County employees for safety, security, and public service purposes. This Article seeks to maximize safe working conditions, reflect professionalism, and provide easy recognition and identification for the public, other employees, and outside contractors and vendors.

The Employer will issue **five (5) uniform shirts** to each employee as soon as possible after hire. These shirts shall be a combination of winter and summer wear as determined according to the preference of the employee. Buildings and Grounds employees may wear jeans at work and will supply them at their own cost. Jeans must be either black, blue, brown, or khaki. The County Mechanic may wear other appropriate pants as approved by his/her supervisors.

In summer weather shorts may be worn. Shorts must be black, brown, or khaki and not shorter than four inches above the knee nor longer than just above the knee. The clothing vendor, style, and design of these uniforms shall be the Employer's responsibility. Uniforms are for work wear and commuting only and may not be used for recreational or off-duty purposes. Employees must sign for the issue~~s~~**d** uniforms, which are considered County property, and they must be returned to the Employer upon termination of employment.

The Employer shall appropriate up to ~~$150.00~~ $200.00 per employee as needed in order for each employee to purchase work boots or winter outerwear such as hats, gloves, coats, and winter bibs. The supervisor shall accompany employees, collectively or individually, to a vendor of the Employer's choice to select and be fitted for boots or outerwear. Upon examination of boots and outerwear, the Employer shall determine if they need to be replaced annually.

Employees must maintain and properly care for their uniforms. Employees shall not be relieved of their duty to wear the prescribed uniform by virtue of loss of, damage to, or destruction of any item of the uniform.
Replacement uniforms will be issued on an "as needed" basis. The employee must surrender the old uniform prior to a new one being issued. If the uniform has been stolen, the employee must use the Huron County Incident Report to submit a written and signed statement to the department supervisor.

Employees must maintain the following dress standards:

- Clean, mended, and neat clothing.

- Caps are optional.
- Shirts and pants must be buttoned.
- Pins, ornaments, badges, patches, political pins, emblems, etc. are prohibited.
- Shirts must be tucked in.
- Pants must be belted

Violations of this uniform policy will ~~be subjected~~ **subject** the employee to progressive discipline.

ARTICLE 36/CONTRACTING/SUBCONTRACTING

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

Section 2. The Employer agrees to discuss with the Union work it contracts or subcontracts out, to the extent it affects bargaining unit employees under other provisions of this article.

Section 3. In the event any decision to contract out services would directly result in the layoff of any employee(s) in the bargaining unit, the Employer agrees to meet with the Union upon written demand, to negotiate the effects of the decision upon affected employees' wages, hours, terms and conditions of employment.

Section 4. Should the Employer determine to contract out or subcontract or discontinue work performed by bargaining unit employees, to the extent such contract out or subcontract effects wages, hours, terms or conditions of employment, the Employer agrees to notify the Union, in writing, at least sixty (60) days in advance of any such contract out or subcontract or discontinuance. Upon written demand thereafter by the Union, the Employer agrees to meet and discuss the effects of said decision with the Union.

ARTICLE 37/WAIVER IN CASE OF EMERGENCY

Section 1. In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Huron County Commissioners, the Federal or State legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Management or the Union's replies on grievances;
2. 2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s) had properly progressed.

ARTICLE 38/SEVERABILITY

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal law outside the terms and provisions of this Agreement, or by any court of

competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE 39/DURATION OF AGREEMENT

Section 1. This Agreement ~~shall~~ **is** ~~be~~ effective ~~as of and from~~ **12:01 a.m. January** ~~November~~ 1st, 20~~10~~ 20**14,** and shall ~~continue~~ **remain** in full force and effect **until its expiration at midnight**, ~~through~~ **December** 31st ~~October 31, 2013~~ 20**16**, and year to year thereafter, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other of its intent to negotiate or terminate, modify, or negotiate a successor agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Signed in the City of Norwalk, County of Huron, State of Ohio on this ____ day of January, 2014:

For AFSCME	For the Huron County Commissioners:
_____	_____
Jeff Deeble, Local 710 President	Gary W. Bauer
_____	_____
Steve Minor, Local 710 Vice President	Joe Hintz
_____	_____
David L. Blyth, Staff Representative AFSCME Ohio Council 8	Tom Dunlap

Approved by Resolution of the Board of Huron County Commissioners on February___, 2014

APPENDIX A/GRIEVANCE APPEAL

Huron County Commissioners
AFSCME, Ohio Council 8, Local 710, Custodial/Maintenance Unit

Date _____

Name of Employee _____ Grievance No. _____

Grievant's Classification _____

Name of Supervisor _____

Date _____and Time_____ of the incident giving rise to the grievance

Date _____and Time _____the grievance was first discussed with Supervisor

Nature of Grievance; Article and Section Violated:_____

Statement of Facts: _____

Relief Requested: _____

Employee's Signature: _____

Steward's Signature: _____

STEP 1

Delivered by Grievant to Supervisor

Grievant _____ Date _____

Received by: _____Date _____

Supervisor's Answer: _____

Supervisor: _____ Date _____

Received by Grievant: _____ Date _____

STEP 2

Delivered by Grievant to County Human Resources Director

Grievant _____ Date _____

Received by: _____ Date _____

Director of Human Resources Response: _____

Director of Human Resources: _____ Date _____

Received by Grievant: _____ Date _____

Final Resolution

_____
_____

_____
_____

_____
_____

_____

_____
_____

Union Steward: _____

Grievant: _____

Human Resources Director: _____

Date: _____

APPENDIX B/AUTOMATIC DEPOSITS

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

COMPANY NAME _____ CO. ID NUMBER _____

I (we) hereby authorize _____ , hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) checking account { } savings account { } (*check only one*) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP CODE _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) _____ ID NO. _____

(PLEASE PRINT)

DATE _____SIGNED X _____ SIGNED X _____

APPENDIX C/APPLICATION FOR EDUCATIONAL ASSISTANCE

Name: _____ Position _____

Date of Hire: _____ Full-time { } Part-time { }

Name and description of class, workshop, seminar, or training (please attach any supporting information/materials): _____

_____

_____

Sponsoring organization: _____

Location of above: _____

Date(s) _____ Cost: _____

List name and date(s) of classes, workshops, seminars, or trainings attended in past two (2) years:

_____

_____

_____

Please state how this educational opportunity will increase your work-related skills, knowledge, or competence:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Employee's Signature _____ Date: _____

Supervisor's Signature _____ Date: _____

Appointing Authority's Signature: _____ Date: _____

APPENDIX D/MEMORANDUM OF UNDERSTANDING

***Side Agreement between the Huron County Board of Commissioners and AFMSCE Local 710*, dated March 7, 2006, with modifications thereto dated May 21, 2008.**

~~The parties agree to a three percent (3%) wage increase retro-active to November 1, 2005:~~

1. ~~The parties agree to a three percent (3%) wage increase effective November 1, 2006;~~
2. ~~The parties agree to extend the collective bargaining agreement for one year to expire on October 31, 2007;~~
3. ~~The parties agree that the employee contribution to the health care insurance will remain the same for the calendar year 2006;~~

1. ~~The parties agree that the current contract language of Longevity will be changed to the following;~~
   a. ~~Section 1: All employees on the active payroll as of December 31 of each year who have at least five years of service shall receive a longevity payment. The longevity payment shall be sixty-five dollars ($65.00) per year of service for all full years of service with Huron County as of December 31, to a maximum of one thousand seven hundred dollars ($1,700). Such longevity pay shall be paid the last pay period of the calendar year in a separate check.~~
   b. ~~Section 2: Part-time and/or seasonal employees shall be eligible for a pro-rata portion of any longevity payment to which they would otherwise be entitled.~~
2. ~~The parties agree that the current contract language (contract amendment dated September 23, 2004) of Personal Days will be changed to the following:~~
   a. ~~Section 1: At the beginning of the calendar year, each employee shall be credited with sixteen (16) hours of personal leave.~~
   b. ~~Section 2: When an employee desires to use his/her personal time, he/she shall reasonably attempt to notify his/her immediate supervisor within 48 hours of the time he/she is scheduled to report to work.~~
   c. ~~Section 3: Personal time may be utilized in increments of one (1) hour.~~
   d. ~~Personal time may not be carried over from year to year.~~
3. The parties agree to accept and implement the updated job classifications as prepared by the County on January 2006.

~~FOR THE EMPLOYER:~~	~~FOR THE UNION~~
~~s/s Gary W. Bauer, Commissioner~~	~~s/s Steve Kowalik, Staff Rep.~~
~~s/s Ralph A. Fegley, Commissioner~~	~~s/s Jeff Deeble, Negotiating Com.~~
~~s/s Mike Adelman, Commissioner~~	~~s/s Stephen O. Minor~~
~~Date: 3-16-06~~	~~Date: March 14 - 06~~

APPENDIX E/MEMORANDUM OF UNDERSTANDING

***Side Agreement between the Huron County Board of Commissioners and AFMSCE Local 710*, dated September 23, 2004, with modifications thereto dated May 21, 2008.**

Sept. 23, 2004 – AFSCME Local 710 and the Huron County Board of Commissioners agree to the following changes to the master labor contract dated Nov. 1, 2003 through Oct. 31, 2006, and all terms being in full compliance with the wage re-opener specification of Article 34, Section 2.

Holidays – Currently the custodians and building maintenance people work four, 10 hour days. The employer agrees to allow payment of 10 hours of holiday pay as long as management retains the right to create or change work schedules, and as long as the regular schedule remains four, 10-hour days. However, should the schedule be changed to 8-hour shifts the hours of holiday pay hours would revert automatically to 8 hours. Axiom: The length of the regular work day shall govern the amount of holiday pay hours.

> ~~Personal Days – Each calendar year, members of Local 710 may individually elect to convert two sick days into two personal days. This election is done by notifying the Commissioners or their designate in writing and receiving written approval from the Commissioners or their designate which would require a minimum sick-time bank of at least 150 hours. Leave forms utilizing the converted time must be submitted at least five working days before the date requested. Furthermore, The employee may elect to use either half-day or full-day increments. Time approved for personal leaves would be granted on a first-come, first-served basis according to seniority. This allows greater flexibility in time already allotted via the Personnel Policy book; however, the conversion encourages the use of fewer sick days in order to be eligible for the conversion. Personal days cannot be "banked," but must be used or lost within a single contract year.~~

Bereavement – the Commissioners would agree to the same language as in the contract for the Huron County Job and Family Services.

Section 1 – At the beginning of each contract year (Nov. 1), each employee will be entitled to up to twenty-four (24) hours of bereavement leave with pay at the regular rate for the death of any five individuals to be named by the employee or for any funeral the employee wishes to attend. Where extenuating circumstances exist, an employee may request up to five (5) days of sick leave to be used for bereavement, but this is subject to the approval of the Commissioners or their designate. Bereavement leave is subject to verification.

Section 2 – At the end of each contract year (Oct. 31) any unused bereavement leave is eradicated. There are no bereavement banks carried year-to-year.

Section 3 – If any leave of absence is abused or misused, other than for the specific purpose granted, and it is found that the leave is used for any other purpose, the appointing authority may cancel the bereavement leave and direct the employee to report for duty.

~~Continuing Education – The commissioners agree to pay an educational stipend of up to $400 across three years for each full-time employee who has worked for the County for at least 12 months. The stipend may be applied for and used one time across three years or spread across three years. The County's obligation for educational stipends shall not exceed $400 within three years. Course work is external and to be taken outside regularly scheduled work hours, the exception to this being the sole discretion of the Commissioners or their designate. All course work must be pre-approved by the Commissioners or their designate, and this is the sole discretion of the Commissioners. Course work must be pertinent to their position but not exclusive to their classification.~~

~~Moreover,~~ The union agrees to provide at least one safety course, annually, which is mutually agreed upon and provided at no cost to the county. ~~Proof of successful completion (at least "C" work or better) and attendance verification are required. Books and supplies are the responsibility of the employee. A request to take course work must precede the start of the course by 10 working days. Enrollment is the responsibility of the student.~~

~~Union Representation – the Commissioners agree to pay two union officials for one day each (eight hours) to handle union business, and one day (eight hours in one day or across several days depending on the course work) of paid training, each year of the contract, for all Local 710 members.~~

~~Uniform/Boot Allowance – The annual amount shall be extended to $150 per contract year and may be spent on work boots/shoes and/or any optional part of the uniform~~.

~~Longevity – One step will be added to longevity, namely, 10 years of service (with previous public service to be incorporated and used) shall earn $50 per service year with a $1,000 annual cap.~~

~~Local 710 agrees to forego wage increases through Nov. 1, 2005 in exchange for all of the above and for documented assurances as to how the budget shortfall is applied to the budgets directly relating to Local 710; and those assurances must provide that layoffs and Reduction in Force (RIFs) are a last resort.~~

~~s/s Jeff Deeble, Local 710, President s/s/ Steve Kowalik, AFSCME, Council 8~~

~~s/s Mary M. Cain, County Administrator~~

~~Date: Sept. 27, 2004~~

~~Furthermore, the Commissioners or their designate agree to work with Local 710 to develop and complete a wage parity study to be completed and presented to the Commissioners by Nov. 1, 2005.~~

~~s/s Jeff Deeble s/s Mary Cain~~
~~s/s Steve Kowalik~~

event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE 39
DURATION OF AGREEMENT

Section 1. This Agreement ~~shall~~ **is** ~~be~~ effective ~~as of and from~~ **12:01 a.m. January** ~~November~~ 1st, 20~~10~~ **2014,** and shall ~~continue~~ **remain** in full force and effect **until its expiration at midnight,** ~~through~~ **December** 31st ~~October 31, 2013~~ **2016**, and year to year thereafter, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other of its intent to negotiate or terminate, modify, or negotiate a successor agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Signed in the City of Norwalk, County of Huron, State of Ohio on this 20th day of ~~January~~ Feb., 2014:

For AFSCME

Jeff Deeble, Local 710 President

Steve Minor, Local 710 Vice President

David L. Blyth, Staff Representative
AFSCME Ohio Council 8

For the Huron County Commissioners:

Gary W. Bauer

Joe Hintz

Tom Dunlap

Approved by Resolution of the Board of Huron County Commissioners on February 20, 2014