STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS
FOR GEAUGA COUNTY

and

THE GEAUGA COUNTY DEPARTMENT
OF WATER RESOURCES EMPLOYEES, LOCAL 4340 COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO/CLC

TERM OF AGREEMENT: January 1, 2014 to December 31, 2016

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ARTICLE ONE
GENERAL

SECTION 1. Parties

The Board of County Commissioners hereinafter referred to as the "EMPLOYER", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "UNION", agree to be bound by the following terms and conditions as they relate to the members of the bargaining unit.

SECTION 2. Harmonious Relationships

It is the intent and purpose of the EMPLOYER and the UNION that this agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Geauga County.

ARTICLE TWO
UNION RECOGNITION AND REPRESENTATION

SECTION 1. Union as Representative

The EMPLOYER recognizes the UNION as the sole and exclusive representative of the employees of the EMPLOYER as hereinafter defined for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment within the Bargaining Unit.

SECTION 2. Bargaining Unit

"Bargaining Unit" is defined as all full-time and part-time employees of the Geauga County Dept. Of Water Resources, located at 12550 Merritt Rd., Chardon, OH 44024; 17630 Chagrin River Rd., Bainbridge, OH, 45612; 470 Center St., Building 3, Chardon, OH, 44024; 13335 Aquilla Rd., Chardon, OH, 44024. Bargaining Unit excludes all management, supervisory, professional, casual and seasonal employees, General Communications Clerk, Administrative Secretary, Network Administrator, Accounts Receivable Assistant and Accounts Payable Assistant.

SECTION 3. Stewards

The EMPLOYER shall recognize employees selected by the UNION to serve as Stewards of the UNION to conduct UNION representative business and other functions as required to administer this Agreement. There may be recognized a total of three stewards but not more than one at any of the locations listed in section 2 and no stewards will be located at the lab. The UNION shall notify the EMPLOYER, in writing, of the names of all Stewards before recognition.

A) Appropriate UNION representative business for Stewards is defined as:

1. Attendance at the annual Labor-Management Conference.

2. Attendance at any special meeting called by either party to discuss a particular grievance or problem.

3. Consultation with UNION staff representatives.

4. Representing the UNION in investigations and processing grievances.

B) Subject to the operational needs of the EMPLOYER, a steward may be permitted to conduct union representative business pertaining to the handling of grievances during normal working hours without loss of pay.

SECTION 4. Non-Employee Representatives

A) The EMPLOYER agrees to permit one (1) non-employee UNION Representatives of CWA staff to visit the facilities of the EMPLOYER. The UNION shall request this visitation, in writing or by telephone, twenty-four (24) hours in advance, and in no event shall the UNION Representative be permitted access to the facilities without approval or notice to the Department Director or his representative. At the Department Director's discretion, he or she can chose to allow more than one non-employee union representative to visit the facility. However, the same notice requirements must be followed.

B) Visitations pursuant to this Article shall be to fulfill the duties of said UNION Representatives as outlined in this Agreement and to check on the general implementation of this Agreement. General membership meetings may be held by the UNION at the EMPLOYER'S facilities during non-working hours subject to the notice requirement. Visitations shall in no way interfere with any employee's or Department of Water Resources regular course of work.

ARTICLE THREE
MANAGEMENT RIGHTS

Nothing in this Article shall be construed to restrict or to limit any management authority. The EMPLOYER is not required to bargain on subjects reserved to the management and direction of this governmental unit, except as it affects wages, hours, and conditions of employment as noted in this Agreement. Unless otherwise modified by this Agreement, the parties shall be subject to all rights, protections, and obligations of the EMPLOYER'S Personnel Policy and Procedure Manual.

Except as limited under this Agreement, the management rights include, but are not limited to, the right to manage, direct and supervise employees, including the right to select, train, hire, including all appropriate pre-hire testing procedures, promote, transfer, demote, retain, assign, reassign, evaluate, retrain, lay off, discipline for just cause which includes reprimand, suspend, discharge, discipline, or termination for just cause, to manage and determine the location, type and number of physical facilities, type of equipment, utilization of technology, functions, programs, products, service standards, and the work to be performed, to determine the EMPLOYER'S goals, objectives, programs, services, and products and to utilize employees in a manner determined by the EMPLOYER to effectively and efficiently meet those purposes; to establish, administer and/or eliminate programs; to determine the adequacy, size and composition of the work force and each department's/unit's organizational structure, including the right to lay off employees from duty or to transfer employees among EMPLOYER'S sites; to relocate and/or reassign bargaining unit work; to promulgate and enforce reasonable work rules (the Union has the right to challenge the reasonableness of the work rules), policies, procedures and practices; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the assignment of work, assignment of work location/post/unit, shifts of work, and work schedules/rotations (including designation of off days); to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained and upon which each employee shall be evaluated; to determine overtime; to determine the budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location/assignment of computers, satellites, and other facilities and equipment of the EMPLOYER; to determine the EMPLOYER'S goals and mission; and to do all things appropriate and incidental

to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the EMPLOYER in accordance with the provisions of this Agreement, except as modified or restricted by the terms of this Agreement.

Supervisors may perform work customarily performed by employees within the bargaining unit.

In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the EMPLOYER.

Any of the rights, powers, authority, and functions the EMPLOYER had prior to the negotiation of this Agreement are retained by the EMPLOYER except as expressly abridged by a specific provision of this Agreement. The EMPLOYER'S not exercising rights, powers, authority, and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority, and functions or its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

ARTICLE FOUR
GRIEVANCE PROCEDURE

SECTION 1. Prompt Adjustment

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relation between the employees and the EMPLOYER. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

SECTION 2. Definition of Grievance

The word "grievance" as used in this agreement shall be defined as an alleged misinterpretation by the EMPLOYER of the provisions of this Agreement.

SECTION 3. Grievance Filing Deadline

A grievance under this procedure may be brought by a member of the Bargaining Unit. Where a group of members desire to file a grievance involving a situation affecting each member in a similar manner, one member will process the grievance. Any such grievance may not be presented later than five (5) days after an employee has knowledge or reasonably should have had knowledge of the event on which the grievance is based.

The word "days" as used in this procedure shall not include Saturdays, Sundays, or Holidays. Any grievance not timely presented by the UNION or grievant for disposition at any step shall not thereafter be considered a grievance under this Agreement.

SECTION 4. Variances to Time Limits

It is the EMPLOYER'S and the UNION'S intention that all time limits in the above grievance procedure shall be met. The member-grievant and the EMPLOYER'S representative may agree, in writing, to a mutual time extension. In the absence of such mutual extensions, the member-grievant may at any step where the grievance

has not been scheduled within the appropriate time limits, or where the response was not reduced to writing, move the grievance to the next step in this procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

The union and management may each exercise at their own discretion a one-time five (5) day time extension at any step of the grievance process. Written notification of utilization must be provided to the other party in the grievance prior to the current deadline in the process expiring.

SECTION 5. Procedure

The following are the implementation steps and procedures for the handling of members' grievances:

A. Preliminary Step: A member having a grievance will first attempt to resolve it informally with their immediate supervisor at the time the incident(s) giving rise to the grievance occurred or is first known to the member(s). If the member is not satisfied with the response at this step, he may pursue the formal steps which follow.

B. Step One: Within five (5) days of the situation causing the grievance, the grievant or steward shall present a completed, signed Grievance Report Form to their immediate supervisor. The immediate supervisor shall investigate and provide a solution or explanation within three working days following the day on which the supervisor was presented the grievance.

C. Step Two: If not satisfied with the result in step one, the employee may submit the written grievance to his/her Department Director or a person acting in their capacity within five (5) working days of receiving the answer in step one. The Department Director or a person acting in their capacity shall arrange a meeting with the aggrieved employee within five (5) days after receipt of the grievance form. The Department Director or a person acting in their capacity shall provide the grievant a written disposition of the grievance within five (5) days after the meeting.

D. Step Three: If step two does not resolve the grievance, the grievant may proceed to submit the written grievance to the County Administrator, or a person acting in their capacity shall arrange a meeting with the grievant within five (5) days after receipt of the grievance form. The County Administrator will present the grievant with a written disposition within five (5) days after the meeting.

E. Step Four: If the action in Step Three does not resolve the grievance, the grievant may submit the grievance report to the President of the Board of County Commissioners within five (5) days after receiving the Step Three answer. The President may allow the grievant to schedule an executive session with the Board of County Commissioners at the next regularly scheduled meeting of the Board or may give permission to the grievant to proceed directly to arbitration. The Board of County Commissioners will render a final decision concerning the grievance. Time limits may only be extended by mutual agreement of the parties.

F. Step Five - Arbitration

1. If the grievance is not satisfactorily settled at step four, the UNION may request that the grievance be submitted to arbitration. A request for arbitration must be submitted, in writing, within thirty (30) calendar days following the Board of County Commissioners reply to the grievance or the grievance shall be considered resolved.

2. Within ten (10) calendar days, the EMPLOYER'S designated representative and the UNION shall jointly submit a request to the Federal Mediation and Conciliation Service requesting a list of seven (7) impartial arbitrators. The parties shall select a single Arbitrator from the list by alternately striking with the first strike to be determined by the toss of a coin. The selection of the Arbitrator shall be made within ten (10) working days following receipt of the list.

3. The Arbitrator shall act in a judicial, not legislative, capacity and shall limit their decision strictly to the alleged misinterpretation of the specific Articles and Sections of this Agreement as they apply to the specific issue submitted, and they shall be without power or authority

to make any decision:

a) Adding to, subtracting from, or modifying in any way the terms and provisions of this Agreement or applicable law;

b) Concerning the establishment of wage rates not negotiated as part of this Agreement;

c) Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated;

d) Contrary to, inconsistent with, changing, altering, nullifying, ignoring, limiting, or modifying any practice, policy, rule or regulation presently or in the future established by the EMPLOYER, so long as such a practice, policy, rule, or regulation does not specifically conflict with the Agreement;

e) Other than directly related to the specific issue(s) jointly submitted to him.

4. The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be binding on the EMPLOYER, the UNION and the member-grievant.

5. The cost of the services of the Arbitrator shall be borne by the losing party and each party is responsible for its own transcript fees, representation fees, or other costs.

6. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the EMPLOYER'S payroll, the amount so awarded shall be less any unemployment compensation or earned wages from alternative employment.

ARTICLE FIVE
MISCELLANEOUS LEAVE

SECTION 1. Unpaid Leave

PERSONAL (NON-MEDICAL) LEAVE:

For those Bargaining Unit employees who have completed their probationary period, personal leaves of absence may be granted for good cause as determined by the EMPLOYER for a maximum of three (3) months. (An example of unpaid leave may include: a family emergency not covered by the FMLA) Accrued unused vacation and compensation time shall be exhausted before being placed in an unpaid status. Employee does not accrue sick leave or vacation leave and all benefits will be suspended until the employee returns from leave.

Employer may deny such leave if approval of the leave would cause a hardship on the employer. If it is found that the leave is not being used for the purpose for which it is granted, the EMPLOYER may cancel the leave and order the employee to report to work within three working days.

FAILURE TO RETURN TO WORK:

An employee who fails to return to duty without explanation within five (5) calendar days of the completion of the leave or a valid cancellation of a leave of absence sent by certified mail without pay may be removed from service. Any extensions of the leave are granted at the option of the employer.

HEALTH CARE COVERAGE MAINTENANCE:

An eligible employee placed on FMLA leave may, after expiring their Family/Medical Leave benefits, maintain insurance coverage through the Employer's plan at the group rate for a period up to three (3) months by prepaying the cost of those benefits to the Employer.

An employee who is ineligible for FMLA leave may maintain insurance coverage through the Employer's plan at group rate for a period up to three (3) months by prepaying the cost of those benefits to the Employer. If insurance coverage is not maintained by the employee, the employee will be COBRA notified.

SECTION 2. Court Leave

COURT LEAVE WITH PAY:

EMPLOYER shall grant court leave with pay to any employee who (1) is summoned to jury duty of a court of competent jurisdiction, (2) is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, provided that the employee is not a party to the action, or (3) the employee is in active pay status and is an appellant in an action before the State Personnel Board of Review.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the payroll officer for transmittal to the Geauga County Treasurer in order to receive regular pay.

COURT LEAVE WITHOUT PAY:

Upon request, the EMPLOYER may grant a leave of absence without pay to an employee appearing before a court or other legally constituted body in a matter in which they are a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles. Accrued compensation time must be exhausted before being placed in an unpaid status. Pursuant to the scheduling requirements of Article Six, section 2, vacation may be used in lieu of unpaid leave. An employee may not use sick time to appear before a court or other legally constituted body in a matter in which they are a party.

SECTION 3. Military Leave

Any employee who joins the armed services will be granted military leave of absence without pay consistent with applicable federal and state laws. Employees leaving for such a leave will receive any accrued vacation pay at the time the leave commences. Employees returning from active military duty must apply for reinstatement within the time period dictated by the Uniform Services Employment and Reemployment Rights Act of 1994. Except in the event of changed circumstances or where provided otherwise by law, all employees on an approved military leave will be returned to the same or comparable position, provided all

requirements have been met, the employee is qualified for the position, and the employee is capable of performing that position.

Any employee who requires a military leave to perform reservist or national guard duties will be granted a military leave of absence without pay in accordance with applicable federal and state laws unless the employee elects to receive any accrued vacation pay during the leave or in the case of exempt employees who work a portion of the week during which they are on military leave. At the time the leave is requested, the employee must notify the County in advance of his/her training schedule and anticipated return-to-work date, and the employee must return to work on his/her next scheduled work day following his/her return from reservist duties.

Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to a military leave of absence from their duties without loss of pay for the time they are performing service in the uniformed services, for periods not to exceed a total of 31 calendar days (or twenty-two working days or one hundred seventy-six hours) in any one calendar year. The service does not have to be during one continuous period of time.

If the employee is called or ordered to military duty for longer than a month because of an executive order issued by the President of the United States, or an act of Congress, or by order of the Governor, this leave will be paid when the pay received by the employee from the military is less than the employee's pay as a county employee, and will be paid at the difference between the two figures, or $500, whichever amount is less.

Prior to being granted a military leave, employees shall submit the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service.

SECTION 4. Federal Family and Medical Leave

The UNION will follow the same FMLA policy as described in the County Personnel Policy under Section 6. Leaves, pages 6.1 to 6.7.

ARTICLE SIX
VACATION LEAVE

SECTION 1. Accrual & Use

All full time employees of the Bargaining Unit, after completion of one year of service, may take vacation hours as they are accrued. Employees earn vacation leave based upon years of service with the State or any political subdivision of the State.

One year of service is defined as 26 bi-weekly pay periods during a normal year. Overtime hours are not used in the calculation of vacation benefits. Vacation time for an 80 hour pay period* is accrued according to the following:

Length of Service	Rate per hour	Hours Earned Per 80 Hours	Annual Vacation Hours Earned x 26	Maximum Hours of Accrual
Less than 1 year	0	0	0	0
1 or more years	.03875	3.1	80	200
8 or more years	.0575	4.6	120	200
15 or more years	.0775	6.2	160	200
25 or more years	.09625	7.7	200	200

Those currently accumulating 3.1 & 4.6 hours of vacation time per pay period will have until December 31, 2014 to use the accrued time over 200 hours and those currently accumulating 6.2 & 7.7 hours of vacation time per pay period will have until December 31, 2016 to use the accrued time over 200 hours.

Accruals for vacation leave will become effective on the employee's anniversary date.

An employee is entitled to 80 hours of vacation leave credit at the completion of 1 year of service and is entitled to an additional 40 hours of vacation leave credit after the completion of 8 years, 15 years, and 25 years of service.*

* Full-time employees who work between 30 and 40 hours per week shall accrue vacation leave in a pay period at a ratio equal to the hours

worked. Example: 60 hours x .03875 = 2.33 hours earned.

Designated holidays are not charged to the vacation leave.

SERVICE CREDIT:

Authorized leaves of absence will count towards an employee's length of service credit for the purpose of calculating the amount of vacation leave, provided the employee is properly returned to service and is not serving a new hire probationary period. However, vacation leave will not accrue while an employee is on a leave of absence without pay unless such leave of absence is a Union Leave as described elsewhere in this agreement.

SECTION 2. Scheduling

All vacation leave must be pre-approved by the supervisor. Vacation leave requests greater than an entire shift shall be submitted to the EMPLOYER at least two weeks in advance. Subject to the operational needs of the EMPLOYER vacation leave requests equal to or less than an entire shift shall be submitted to the EMPLOYER at least thirty (30) minutes prior to an employee's scheduled starting time or from the time the employee's vacation would start. When vacation requests are received within 24 hours of one another, the requests will be granted based upon order of seniority, receipt, and impact on operations. Efforts will be made by the EMPLOYER to ensure that employees take all vacation leave annually and vacation requests will not unreasonably be denied. Vacation leave may be used in one half hour increments for the first hour and then in 15 minute increments thereafter, upon prior approval of the employee's supervisor.

The EMPLOYER reserves the right to limit the number of employees who may be on vacation at any time in a given classification.

Days specified as holidays shall not be charged to the employee's vacation record.

SECTION 3. Payments

An employee, upon separation and/or retirement, is entitled to compensation at their current rate of pay for the unused portion of their vacation leave. In the case of the death of an employee, the vacation leave shall be paid to their estate.

SECTION 4. Determination of Prior Service

Prior service for the purpose of computing the amount of vacation leave to which an employee is entitled shall be governed by Ohio Revised Code 9.44. It is the employee's responsibility to provide the County with official verification of prior public service before such service is counted, including part-time service. If prior service includes full-time employment of at least one year or more, accrual is immediate upon hire. If prior service does not include at least one year of full-time employment, vacation credit will be given to the employee at a ratio equal to the hours worked after the first year of full-time employment with the County or any political subdivision of the State, and accrual begins. When an individual terminates employment with one appointing authority to become employed by another appointing authority prior service is counted.

Service credit should be given for an entire biweekly pay period whether full-time or part-time, if the employee worked at any time during that biweekly period.

Employees hired after 6/24/87, who have retired under any state retirement system may not have their prior service credit counted for vacation purposes.

ARTICLE SEVEN
HOLIDAYS

Employees shall be entitled to the following holidays:

Martin Luther King Day
Independence Day
New Years Day
Presidents Day
Memorial Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas
And any other holiday granted by the Commissioners.

When the Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday. When the Holiday falls on Sunday, the following Monday shall be observed as the Holiday. If the employee's work schedule is other than Monday through Friday, the supervisor shall determine the work week and will provide one week notice to employees of such workweek and the day the holiday shall be observed.

An employee is entitled to holiday pay for holidays which are observed on the employee's day off, regardless of the day of the week they are observed. Eligible employees who are required to work on a designated holiday are entitled to their overtime rate for the hours actually worked, in addition to their holiday pay.

To be eligible for holiday pay, an employee must have been on active pay status on the scheduled work day of the holiday. If a holiday occurs on a day where an employee is on an approved paid vacation, the employee shall be compensated for said holiday and not charged for vacation for such holiday. An employee that took a sick day on the day prior to or following a holiday may not collect holiday pay. However, the department director has the discretion to make an exception for extenuating circumstances. Employees may collect holiday pay for holidays where they took a sick day prior to or following a holiday if immediately following the sick time the employee provides signed documentation of treatment by a licensed medical practitioner.

McFarland Holidays

For the holidays of the Fourth of July, Christmas and New Years the bargaining unit employees assigned to the 17630 Chagrin River Road location will be paid holiday pay and overtime, for those working on these holidays, on the day in which the holidays fall instead of the day in which the holidays are observed.

ARTICLE EIGHT
SICK LEAVE

SECTION 1. Rate and Accumulation

All employees shall earn sick leave credit at the rate of .0575 per hour for each hour in active pay status (4.6 per 80 hours). Unused sick leave shall be cumulative without a limit.

Employees shall be permitted to transfer sick leave from other public agencies as provided for in the Ohio Revised Code:

1. The time between separation and reappointment does not exceed ten (10) years,

2. Cash payment was not received for balance of sick leave, and

3. With written verification thereof.

SECTION 2. Use of Sick Leave

Sick leave shall be charged in one-half (.5) hour increments for the first 30 minutes and in 15 minute increments thereafter when used. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Except as provided for in Article 7, paragraph 4, if sick leave is used prior to or following a holiday, the employee may not collect holiday pay. Sick leave may also be denied if evidence of abuse of sick leave is demonstrated by the requesting employee.

Sick leave may be granted to an employee for the following reasons:

1) Illness, injury, or pregnancy-related condition of the employee.

2) Such time as reasonably necessary for examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

3) Death of a member of the employee's immediate family*.
4) Illness, injury, or pregnancy-related condition of a member of the employee's immediate family* where the employee's presence is reasonably necessary for the health and welfare of the affected family member.

5) Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family* by an appropriate practitioner where the employee's presence is reasonably necessary.

6) Post-natal period for the care of an employee's wife and family. Such usage shall be limited to a reasonably necessary period of time, not to exceed three (3) work days.

7) A job related illness or injury suffered by an employee while in the course of employment, subject to the Workers' Compensation policy.

* Immediate Family: Father, Mother, spouse, child, step-mother, step-father, step-child, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian or any other person deemed to be so by the EMPLOYER.

ABSENCE FROM WORK

Employees must contact their supervisor with the reason for absence at least 30 minutes prior to the start of their scheduled starting time.

Employees must request sick leave on a daily basis unless otherwise notified by their supervisor. In order for an employee to be paid for accrued sick leave, the employee must furnish a satisfactory, signed Application for Leave form for all regularly scheduled work hours missed. With the approval of the Board of County Commissioners or its designated authority, such sick leave request may be approved.

If illness or disability continues past the time covered by earned sick leave, the

employee must exhaust accrued compensation time and then may be granted a leave of absence without pay upon written request to the Board of County Commissioners. The employee may request to use vacation time in lieu of absence without pay.

SECTION 3. Documentation and Verification

EXTENDED SICK LEAVE

In the case of a condition exceeding five (5) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery shall be required.

FITNESS-FOR-DUTY CERTIFICATE

The employee is required to provide certification of his/her ability to return to work from their health care provider prior to being restored to employment from a leave due to the employees own serious health condition. If such certification is not received, the employee's return to work may be delayed until such certification is provided. Failure to produce required medical statements will result in denial of sick leave and possible disciplinary action.

The County reserves the right to challenge the employee's fitness for duty. In such a case, the County may require an examination by a physician of its choosing at the county's expense to evaluate the employee's ability to return to work.

VERIFICATION

The Board of County Commissioners or its designee, may substantiate the proper use of sick leave through any reasonable means. If it is found that a leave is not actually being used for the purpose for which it was granted, the employer may cancel the leave and direct the employee to report for work.

An appointing authority may require that an employee submit to a medical or psychological examination by a licensed practitioner selected by the appointing authority to determine fitness-for duty. The employer shall, at their expense, schedule the appointment and advise the employee. Failure to appear for the examination is punishable by the imposition of discipline. Fraudulent applications

for leave shall be grounds for disciplinary action.

SECTION 4. Payment for Unused Sick Leave Upon Retirement or Death

An employee may, upon retirement after ten (10) or more years of service with the state, any political subdivision or any combination thereof, elect to be paid in cash for twenty-five percent (25%) of the employee's accrued but unused sick leave up to a maximum of one-fourth (1/4) of 120 days, or 30 days. This payment shall be at the employee's rate of pay at the time of retirement. Accepting the payment eliminates all remaining sick leave credit accrued up to that time.

In the case of the death of an employee, the amount due shall be paid to the employee's estate.

ARTICLE NINE
EMPLOYMENT SEPARATION

SECTION 1. Layoff

Whenever it is necessary to reduce the working force because of a lack of funds, reorganization, or a lack of work, employees shall be laid off in accordance with the following schedule:

1. Seasonal employees
2. Part-time employees
3. Probationary employees
4. Full-time employees

Employees shall be laid off from their classification on the basis of seniority.

The County endeavors to retain the most qualified employees in any position. In the event that two or more employees have the same seniority within the same classification the County shall determine which candidate(s) are most qualified and shall therefor be retained. To do this the County can consider performance reviews, tests, educational backgrounds, licenses, and experience. Further, as allowed by law, absences from work and disciplinary records may be considered in determining an employee's qualifications.

Records of any written warnings or reprimands will be considered when an employee is being evaluated for retention for two (2) years after the effective date of the discipline, providing there are no intervening disciplines during the period.

Records of any suspensions will be considered when an employee is being evaluated for retention for five (5) years after the effective date of the discipline, providing there are no intervening disciplines during the period.

SECTION 2. Recall From Layoff

Employees retain recall rights for two (2) year following a layoff. Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff shall be given notice of recall prior to the date on which the employee is to return to work. The laid-off employee is responsible for ensuring that the EMPLOYER has an up-to date address and phone number of the employee. In the event the EMPLOYER is unable to contact the employee after reasonable efforts have been made, the employee will be deemed to have refused recall.

In the event that a job opening occurs in a lower rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not. Employees recalled to a lower classification shall have recall rights to their original position and classification for two (2) years after the lay off or bumping took place. No new employees within any classification shall be hired until all laid off employees have been offered or have rejected a recall to work.

SECTION 3. Failure to Return From Recall

Upon receipt of a notice of recall delivered by certified mail sent to the employees last known address, or upon return of undeliverable certified mail to the EMPLOYER, the employee shall notify the EMPLOYER within forty-eight hours of his/her intent to report to work. Failure to do so shall result in the employee being terminated and forfeiting any recall rights her/she may be entitled to during a layoff.

SECTION 4. Notice of Layoff

Regular full-time employees shall be given a minimum of two(2) weeks advanced written notice of layoff indicating the circumstances, which made the layoff necessary.

ARTICLE TEN
LABOR-MANAGEMENT

SECTION 1. Bulletin Boards

The EMPLOYER shall furnish one 2 foot by 2 foot locked bulletin board at each of the Water Department buildings for the exclusive use of the UNION. The UNION shall designate one UNION Steward who shall be responsible for posting of notices and notify the EMPLOYER of that representative.

The use of the bulletin board will be for the posting of the following notices:

1. Meeting notices.
2. UNION elections and nominations.
3. Appointments to UNION offices.
4. UNION social and recreational affairs.
5. UNION financial statements.
6. Minutes of UNION meetings.
7. Agreements between the UNION and EMPLOYER.

Notices or announcements shall not contain anything political, controversial, or anything reflecting poorly upon the EMPLOYER or Geauga County or any of its employees.

SECTION 2. Labor Management Committee.

A Labor-Management Committee shall be established to discuss matters of mutual concern of the EMPLOYER and the UNION. The Committee shall consist of an equal number of EMPLOYER representatives and Union representatives. The parties shall meet quarterly during non-working hours unless otherwise mutually agreed.

ARTICLE ELEVEN
HEALTH AND SAFETY

SECTION 1. General

The EMPLOYER and the UNION agree that health and safety of all employees is of mutual concern and both parties shall cooperate to maintain a safe, healthful workplace.

SECTION 2. Policy

In accordance with Section 4167.01 to 4167.18 of the Ohio Revised Code (Public Employment Risk Reduction Program) the EMPLOYER has adopted a Comprehensive Safety Plan. Employees and the Union shall be given a copy of said plan. Employee participation at all levels of the plan is encouraged and integral to the overall success of the plan. Various levels of training will be used to assure that all employees are capable of performing their tasks in a safe and efficient manner.

SECTION 3. Joint Safety Advisory Committee

A joint safety advisory committee shall be established and will meet quarterly. Some of the functions shall be:

1. Discuss and formulate safe policies and practices and recommend their adoption.

2. Discover unsafe conditions and practices and determine their remedies.

3. Make safety activities an integral part of operations.

4. Provide an opportunity for free discussion of accident problems and preventive measures.

5. Improve the cooperative spirit between officials and employees.

6. Make suggestions to the overall improvements of the department safety and health goals and objectives.

Representation on these committees will include members of administration and employees. Meetings should be conducted according to generally accepted rules of order. Minutes will be taken.

SECTION 4. Drug Free Work Place

It is the policy of the EMPLOYER to establish a drug free work place. Drug or alcohol abuse in the work place is dangerous and may jeopardize the safety of the employee, fellow employees or the public.

This policy is intended to encourage the employee to voluntarily seek help regarding a drug or drinking problem. Any employee may voluntarily submit themselves for treatment. The county does not currently sponsor a drug/alcohol rehabilitation program; however, programs are available within the community including the Union's member assistance program. Most programs are covered by employee health insurance.

Following treatment, employees shall be immediately returned to the positions, which they held before treatment, unless the employee voluntarily agrees otherwise in writing.

The EMPLOYER shall enforce policies requiring all employees to refrain from the use, sale, purchase, possession or being under the influence of drugs or alcohol while on the job, or county property. Employees who violate this policy may be subject to disciplinary action up to and including dismissal. Requesting treatment in response to employer's discovery of a violation of this policy will not protect the employee from discharge or dismissal for violation of the policy.

All records of this nature shall be maintained on a strictly confidential basis unless otherwise authorized by the employee in writing.

All employees in safety sensitive positions as defined by the Substance Abuse Policy are subject to testing as provided for in Section 9 of The Personnel Policy and Procedure Manual.

SECTION 5. Employee Assistance Program (EAP)

The EMPLOYER offers full and part-time bargaining unit members and their dependents access to the Employee Assistance Program (EAP) as contracted.

The program is designed to assist bargaining unit members and dependents living in the household with personal issues such as marital or family difficulties, stress, financial distress, addiction, mental or emotional distress, legal issues, or any other concerns. Members will confidentially call a dedicated EAP provider and receive direction for either face-to-face counseling or telephone consultation. This is a totally separate program from our healthcare plan and will not only benefit the employee and their family but also save dollars on our healthcare claims experience. The county will receive aggregate information regarding usage but will not have access to who is actually using this service. This service will be totally funded through the wellness allocation approved by the EMPLOYER in October 2007.

This benefit was effective May 1, 2008, and its utilization will be evaluated on an ongoing basis. The EMPLOYER reserves the right to discontinue the program at any time.

SECTION 6. Fitness Club Reimbursement Program

This benefit was cancelled as of January 1, 2013. If the EMPLOYER chooses to offer a fitness club reimbursement program in the future, all eligible employees covered by this Agreement will be offered the same fitness club reimbursement program as the rest of the County employees.

ARTICLE TWELVE
DISCIPLINE & DISCHARGE

SECTION 1. Work Rules

All work rules, policies, and directives which regulate the conduct of employees in the performance of the EMPLOYER'S services that have been reduced to writing shall be made available to the union. It is the intention of the EMPLOYER that work rules shall be interpreted and applied fairly to all employees.

SECTION 2. Discipline & Discharge

It is the intention of the EMPLOYER to use progressive discipline as a method to correct poor or undesirable performance and/or conduct and to eliminate the need for serious disciplinary action. However, EMPLOYER is not required to follow progressive discipline for offenses of a serious nature.

Progressive discipline will consist of the following:

1. Written Warning
2. Written Reprimand
3. Suspension
4. Discharge

Steps may be repeated or skipped at the EMPLOYERS discretion based on the severity of the offense.

Records of any written warnings or reprimands will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the discipline, providing there are no intervening disciplines during the period.

Records of any suspensions will cease to have force and effect or be considered in future disciplinary measures five (5) years after the effective date of the discipline, providing there are no intervening disciplines during the period.

The bargaining unit employee will be provided with copies of all disciplinary actions or penalties related to their own actions. The Chief Steward or another

Steward in the absence of the Chief will be informed of these actions or penalties and may request copies of the related paperwork.

No employee shall be reduced in pay or position, suspended or removed except for just cause. The following is a non-exhaustive list of actions that shall be grounds for discipline up to immediate dismissal:

Incompetency, inefficiency, unsatisfactory job performance, dishonesty, drunkenness, immoral conduct, possession or use of intoxicants or narcotics on county property, gambling on county property, insubordination, discourteous treatment of the public, neglect of duty, fighting, theft, willful insubordination, violation of policies and procedures, destruction or misuse of county property, possession of a weapon on county property, contributing to or creating a hostile work environment, absence without leave, discourteous or abusive treatment or mistreatment of co-workers, subordinates, supervisors and/or managers, falsification of public records (regardless of when discovered), falsification of work records, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance. (This list is not intended to be all inclusive)

All corrective action shall be documented and placed in the employee's personnel file. It is the responsibility of the department director and the supervisor to evaluate the circumstances and facts as objectively as possible and then apply or recommend the most suitable form of discipline. Before imposing a reduction in pay, reduction in position, suspension, or termination, the EMPLOYER shall follow the due process provided for in Section 3, pages 3.6 and 3.7 #s 1 – 10, of the County Personnel Policy and Procedure Manual.

SECTION 3: Union Presence at Investigatory Meeting

A member of the Union may request the presence of a union representative where the employee reasonably believes the investigation will result in disciplinary action. A union member is not entitled to such representation, however, where the meeting is for another purpose.

ARTICLE THIRTEEN
WAGES AND COMPENSATION

SECTION 1: Base Wages
Base wages will increase according to the following grid:

		(Starting pay for Position)		
POSITION	3/3/2013	1/1/2014	1/1/2015	1/1/2016
Maintenance Worker		$15.56	$16.11	$16.67
Construction Inspector	$16.43	$16.92	$17.52	$18.13
Maintenance Technician	$16.61	$17.11	$17.71	$18.33
Maintenance Specialist		$17.62	$18.24	$18.88
W/WW Operator I	$17.56	$18.60	$19.25	$19.93
Engineering Technician	$19.06	$19.63	$20.32	$21.03
Laboratory Technician	$19.06	$19.63	$20.32	$21.03
Electrician	$19.06	$19.63	$20.32	$21.03
Mechanic	$19.06	$19.63	$20.32	$21.03
W/WW Operator II	$19.06	$20.15	$20.85	$21.58
Maintenance Foreman	$20.55	$21.17	$21.91	$22.67
W/WW Operator III	$20.55	$21.68	$22.44	$23.23

Employee pay rates shall be increased pursuant to the following schedule:

January 1, 2014 3%
January 1, 2015 3.5%
January 1, 2016 3.5%

Or the minimum starting wage for that position whichever is greater.

As of the ratification of this collective bargaining agreement all those currently in the job classification of Maintenance Worker shall be considered Maintenance Technicians. For those new hires still in their probationary period all requirements of their current probations must still be met.

SECTION 2: Working Out of Pay Grade

An employee as assigned by the Department Director, Sanitary Engineer, Assistant Sanitary Engineer or Manager to work outside their pay grade shall be compensated at a higher rate provided:

1. The employee performs a substantial portion of the position's essential job functions for an entire shift for more than ten (10) consecutive work days.
2. The substantial portion of the position's essential job functions performed

are not part of the employee's present position's responsibilities.

An employee required to work outside their pay grade in accordance with the above criteria will earn an incentive differential of fifty ($0.50) cents per hour.

For the purposes of this section pay grades would be grouped in the same manner as the base wage scale. Employees would have to work in a classification that has a higher base wage than the position in which they are currently working in order to be eligible for this benefit.

SECTION 3: One-Time License Bonus

Field employees will be eligible to receive one-time license bonuses for the successful acquisition of operator's licenses based on the following schedule (not retroactive):

For Maintenance and Operations Employees:		
	Wastewater Operator I	$750.00
	Wastewater Operator II	$750.00
	Wastewater Operator III	$750.00
	Collection System I	$250.00
	Collection System II	$250.00
For Water Section Employees:		
	Water Operator I	$750.00
	Water Operator II	$750.00
	Water Operator III	$750.00
	Distribution System I	$250.00
	Distribution System II	$250.00
For Laboratory Employees:		
	Waste Water Analyst I	$500.00
	Waste Water Analyst II	$500.00
	Waste Water Analyst III	$500.00

Employees that want to get certifications outside of their sections must receive prior approval from the EMPLOYER if they want to be paid the bonus for that license.

If an employee leaves the employ of the EMPLOYER within 1 year from the date of the license bonus the employee must repay the bonus 100%, within 2 years 50%.

ARTICLE FOURTEEN
NON-DISCRIMINATION

There shall be no illegal discrimination either by the EMPLOYER or the UNION against any employee, or applicant for employment, in any manner relating to employment on the basis of any legally protected class including race, color, national origin, age, sex, religion, political affiliation, union membership, veteran status, familial status, or physical handicap provided that such handicap does not affect a bona fide occupational qualification.

ARTICLE FIFTEEN
NO STRIKES NO LOCKOUTS

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to faithfully discharge its responsibilities under this Agreement. Further, the EMPLOYER and the UNION subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of EMPLOYER operations.

In addition to responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The UNION and its officials agree that so long as this Agreement is in effect, they shall not call, engage in, or assist in any way in a strike, sympathy strike, slowdown, handbilling, stoppage of work, informational picket, concerted effort not to work, boycott, or any other concerted act against the EMPLOYER or that interferes with the normal operation of the EMPLOYER;

B. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, handbilling, stoppage of work, informational picket, concerted effort not to work, boycott, or any other concerted act against the EMPLOYER at this or any other location or that interferes with the normal operation of the EMPLOYER.

C. The EMPLOYER shall not lock out members of the bargaining unit during the term of this Agreement; and

D. The applicable procedures of this Agreement will be followed for the settlement of all complaints and grievances.

Any violation of this Article may be cause for disciplinary action.

The UNION shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with those obligations, and shall further inform members of the bargaining unit that the UNION does not sanction or approve of noncompliance with the provisions of this Article.

In the event any violation of this Article occurs, upon notice from the EMPLOYER, the UNION shall actively discourage and endeavor to terminate any violation of this Article by using its best efforts to immediately notify all bargaining unit members that the strike, sympathy strike, slowdown, handbilling, work stoppage, concerted effort not to work, boycott, or other concerted act against the EMPLOYER or that interferes with the normal operation of the EMPLOYER, is prohibited or in any way sanctioned or approved by the Union. Furthermore, the UNION shall use its best efforts to immediately advise members of the bargaining unit to cease engaging in any of the prohibited actions and to return to their duties at once.

UNAUTHORIZED ACTIVITY

It is agreed that in all cases of an unauthorized strike, sympathy strike, slowdown, handbilling, stoppage of work, informational picket, concerted effort not to work, boycott, or any other concerted act against the EMPLOYER or that interferes with the normal operation of the EMPLOYER in violation of this Agreement, the UNION shall use every reasonable means to induce its members to return to work immediately and the UNION shall declare publicly that such action is unauthorized. It is further understood and agreed that the EMPLOYER shall have the sole right to discipline or discharge any employees engaged in any such unauthorized work stoppage, and such employees shall not be entitled to any recourse to any other provisions of this Agreement.

ARTICLE SIXTEEN
EXCLUSIONS

SECTION 1. Federal and State Law

This agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority, in accordance with O.R.C. Chapter 4117, to supersede and replace.

SECTION 2. Entire Agreement

This agreement, represents the entire agreement of the Parties on all matters subject to the 2013-2014 negotiations. The provisions of The Geauga County Personnel Policy and Procedure Manual applies where not specifically contradicted by this agreement. The Union is entitled to updated copies of the work rules.

Amendments, by mutual agreement of the Parties, to this agreement shall be reduced to writing, signed by the Parties, and incorporated herein.

SECTION 3. Savings Clause

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and said remaining portions shall remain in full force and effect just as though no declaration of invalidity had occurred. In the event that any part of this Agreement or any provision be declared invalid, the parties shall agree to meet to renegotiate the invalid section but such renegotiations do not necessarily mean that the parties shall reach an agreement.

ARTICLE SEVENTEEN
JOB VACANCIES AND PROMOTIONS

SECTION 1. Posting of Job Vacancies

It is the intent of the EMPLOYER to fill job openings by selecting the best employees from whatever sources available.

The existence of a job opening or vacancy is determined by the County.

With the exception of the entry-level maintenance position, when a job vacancy or promotion occurs within the bargaining unit that the County decides to fill, the County will provide a copy of an announcement of such vacancy to a union representative with access to the union bulletin boards, no later than five (5) days after a vacancy occurs. The announcement will contain the job title of the vacancy, a brief job description and the rate of pay and the date of the posting and bid deadline data. The County will accept applications for the position for no less than ten (10) calendar days following the union's receipt of the announcement.

It is the union representative's responsibility to post the announcement in the locked Union bulletin boards.

SECTION 2. Promotions

Any employee wishing to apply for the posted vacancy must submit his application in writing to the County by the end of the posting period in order to be considered for the position.

The County endeavors to hire the most qualified applicant to any position. The County will promote within unless there are no qualified applicants. To determine what candidate is most qualified, the county can consider performance at interviews, tests, educational background, licenses, and experience. Further, as allowed by law, absences from work and disciplinary records may be considered in determining an employee's qualifications for promotions.

Records of any written warnings or reprimands will be considered when an employee is being evaluated for a promotion for two (2) years after the effective date of the discipline, providing there are no intervening disciplines during the

period.

Records of any suspensions will be considered when an employee is being evaluated for a promotion for five (5) years after the effective date of the discipline, providing there are no intervening disciplines during the period.

When the county determines that two candidates are equally qualified, the candidate with the most seniority in the Department of Water Resources will receive the promotion.

SECTION 3. Seniority

Seniority is the uninterrupted length of continuous full-time service with the EMPLOYER.

SECTION 4. Probationary Period

The probationary period for all Bargaining Unit employees is fixed at one hundred and eighty (180) calendar days. The probationary period occurs at the beginning of an appointment or immediately following a promotion. An employee can be dismissed if their services are found unsatisfactory at any time during the probationary period. When a promoted employee's services are found to be unsatisfactory, he may be removed for good reason and returned to his former position at any time after one hundred and eighty (180) calendar days following the promotion. The employee shall be given a written statement of the reasons why the employee's services were found unsatisfactory.

Time spent on a leave of absence without pay shall not be counted as part of the probationary period. The probationary period will automatically be extended by an equal number of days the employee spent in a no-pay status.

In no way does this section exempt any employee from being subject to discipline for any violation of the EMPLOYER'S discipline policy at any time during the probationary period.

SECTION 5. Promotion Wage Adjustments

Employees that are being promoted will receive either the base wage of that

position on the scale or $0.50 / hr. added on to their current wages whichever is greater. Promotions will be determined based on the wage chart and the compensation for each position. Employees placed in a position with a higher base wage than their current position will be considered to have received a promotion. Adjustments for lateral moves (within the same base wage) will be at the discretion of the EMPLOYER.

ARTICLE EIGHTEEN
UNION LEAVE

Subject to the operational needs of the EMPLOYER, duly appointed Union officials who are in the bargaining unit may be granted up to five (5) days off per official without pay for the purpose of participating in UNION business.

ARTICLE NINETEEN
HEALTH CARE BENEFITS

The EMPLOYER shall offer the same hospitalization, medical, dental and life insurance to all eligible employees covered by this Agreement, as offered to the rest of the County employees as provided under the county-wide insurance plan and in accordance with the EMPLOYER's health insurance policies, procedures, and practices.

ARTICLE TWENTY
UNIFORMS AND EQUIPMENT

The EMPLOYER will provide uniforms for those employees performing duties which may cause undue wear or soiling of personal clothing. Uniforms must be worn as provided, shall not be altered, and shall not be worn for other than work related activities.

The County will provide all clothing and safety equipment to employees that the County requires the employees to use. The County reserves the right to change the required uniforms, safety equipment and the providers thereof.

All uniforms purchased by the County shall remain the property of the County. Upon termination of employment, the employee shall return such uniform and equipment to the County or reimburse the county for the cost of its replacement.

ARTICLE TWENTY-ONE
HOURS OF WORK

SECTION 1. Hours of Work

Work schedules are defined as a member's regularly assigned hours of the day and days of the week and shift assignment.

Schedule changes shall be made only to meet operational needs as determined by the EMPLOYER or his representative and shall not be made arbitrarily.

Notice will be provided to members affected by a work schedule change as far in advance as possible, except when changes are necessitated by emergencies determined by the EMPLOYER.

The normal work hours of all full-time Bargaining Unit employees shall be forty (40) hours per week.

SECTION 2. Overtime

All hours outside the normal work hours as defined in Article 21 Section 1 shall be paid at the rate of one and one-half (1.5x) the regular rate.

Overtime will be made available on an equitable basis by qualification within a location. Scheduled and unscheduled overtime will be rotated on a voluntary basis by a seniority wheel. Scheduled overtime will start with the most senior person down the list until a volunteer is found. Once a volunteer is found the next time scheduled overtime is offered the list will start with the next most senior employee beneath the one that volunteered. If overtime is unscheduled and there are no volunteers, callouts will be by seniority. This means the most senior employee will be called first and continuing down the list until a volunteer is found. If overtime is mandated as provided in this section and Article 3, Management Rights because no employee wishes to work then the employee(s) will be required to report on a rotational basis starting with the least senior employee on the wheel. The next time mandatory callouts are required the next least senior person will be required to respond. At no time will volunteering for overtime count as your turn in this rotation. Repeated refusal to respond to a mandatory call out may result in

progressive discipline.

Bargaining unit members may receive overtime outside of the normal rotation as a result of a supervisor assigned activity when a task or tasks are allocated during normal working hours and when the employee is currently involved in an assignment which is either nearing completion, must be completed prior to the end of the day or when other qualified employees in that location are either already working or unavailable due to sickness or vacation.

SECTION 3. Call Out

A) When an employee is called out to perform work during nonscheduled working hours, he shall report to work within one (1) hour after being called, and punch in and out once the emergency is cleared in order to receive compensation.

B) For all call outs, employees shall receive a minimum of four (4) hours compensation or the total continuous hours worked, whichever is greater.

SECTION 4. Inspectors

It is understood that the inspectors may be assigned to work overtime pursuant to the contractor's schedule and may be assigned to work the full duration of a contractor's job. The EMPLOYER will endeavor to assign inspectors to contractors that are anticipated to work overtime on a rotating basis.

ARTICLE TWENTY-TWO
COMMERCIAL DRIVERS LICENSE

The EMPLOYER shall determine those employees requiring a Commercial Drivers License (C.D.L.) as a condition of employment.

Unless it is a condition of their probation, an employee who is unable to obtain a C.D.L. or receives a suspension of their C.D.L. rights, where that is a requirement for their position, will be placed in a vacant position for which they possess the qualifications if it is available and their placement does not violate other terms and provisions of this agreement. If such a vacancy is not available, the employee will be placed on a leave of absence without pay, not to exceed sixty (60) days, in order to have further opportunity to pass the testing requirements. The employee may be terminated at the discretion of the EMPLOYER from employment if they fail to regain C.D.L. certification or do not pass the appropriate test within the sixty (60) day leave period.

ARTICLE TWENTY THREE
SUBCONTRACTING

The EMPLOYER shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the EMPLOYER shall meet and confer with the Union. At such meeting, the EMPLOYER will disclose the nature and costs of the subcontract. When the EMPLOYER'S primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the EMPLOYER will accept the Union's alternative.

In the event the Union cannot successfully compete with the subcontractor, the EMPLOYER will make its best efforts to find suitable work to retain the affected employees. In the event the EMPLOYER cannot continue the employment of such affected employees, the EMPLOYER would submit the names of the affected employees to the subcontractor for consideration.

ARTICLE TWENTY-FOUR
TUITION REIMBURSEMENT, TRAINING & CERTIFICATION

SECTION 1. Tuition Reimbursement

At the Commissioners' sole discretion, the Commissioners may reimburse an employee the cost of tuition for job-related educational courses for which prior approval has been granted by the Commissioners.

To be eligible for such reimbursement, the employee must meet the following requirements:

1. Be a full time employee with at least one year of full time service with the County prior to starting the course;
2. Receive prior approval from the Commissioners
3. Obtain a grade of "C" (or its equivalent) or better; and
4. Provide verifiable proof of his or her grade;

The availability of this program will be subject to the employer's funding availability.

SECTION 2. Training & Certification

All expenses related to any and all training, testing, certifications and CEUs are subject to the reimbursement criteria allowed by law and the policies of the Geauga County Commissioners under the enforcement of the Geauga County Auditor. The EMPLOYEE understands that some payments and/or reimbursements may be considered taxable under IRS guidelines.

EMPLOYER Required Training – Training scheduled by the EMPLOYER that bargaining unit members are required by the EMPLOYER to attend.

A. EMPLOYER required training shall, as much as possible, be scheduled during the EMPLOYEE'S regular hours or work. In cases where this is not possible the EMPLOYER will pay the EMPLOYEE'S overtime rate of pay for hours spent in training outside of the Employee's regular hours of work for any hours that result in the Employee being over 40 hours for the work

week in which the training occurred. This overtime shall be considered exempt from the rules governing the rotation of overtime within the bargaining unit.

B. The EMPLOYER agrees to pay for and/or reimburse all allowable costs related to EMPLOYER required training.

C. EMPLOYER required training as it is related to the disciplinary process shall as much as possible be scheduled within an 8 hour shift. Time spent outside of this 8 hours, including time while in transit, will not be paid for training related to the disciplinary process.

D. Transportation should be via an EMPLOYER owned vehicle unless otherwise approved by the Department Director or Sanitary Engineer.

E. Failure to complete an EMPLOYER required course or training, unless approved by the Department Director or Sanitary Engineer, shall result in one or both of the following:

1. EMPLOYEE must reimburse EMPLOYER for all costs paid to the EMPLOYEE in association with the class or training.

2. Progressive discipline.

Elective Training – Training requested by the EMPLOYEE that provides direct and indirect benefits to both EMPLOYEE and EMPLOYER however an Employee is not required by the EMPLOYER to attend them. Elective training shall only apply to bargaining unit members that have completed their 120-day probationary period and are in good standing with the union and EMPLOYER with no outstanding disciplinary actions. Exceptions to this may be made by the Department Director or Sanitary Engineer.

A. EMPLOYEES electing for this type of training must obtain EMPLOYER approval as far in advance of the training as possible. Due to accounting limitations or staffing issues not all requests will be granted. However, it is the intention of the EMPLOYER that the EMPLOYEES further educate themselves in their areas of responsibility and the EMPLOYER

will endeavor to, as much as possible, approve training requests that are timely submitted and functionally appropriate.

B. Time spent in an EMPLOYER approved elective training class during an EMPLOYEE'S regular schedule will be paid at the EMPLOYEE'S regular wage. No overtime will be paid for time spent in an elective class outside of the EMPLOYEE'S regular schedule.

C. Transportation should be via an EMPLOYER owned vehicle unless otherwise approved by the Department Director or Sanitary Engineer.

D. Allowable EMPLOYER paid expenses and reimbursements

1. EMPLOYER approved classes, testing & certifications and their allowable travel expenses will be paid for upfront and/or reimbursed by the EMPLOYER 100% the first time the EMPLOYEE attends and attempts to take related tests to acquire certifications.

2. If an EMPLOYEE does not complete classes and testing or fails to acquire desired certifications and then elects to make additional attempts the EMPLOYEE must use vacation time to attend and pay for the classes, testing & certifications and related travel expenses 100%. If the EMPLOYEE completes the classes and testing and succeeds in acquiring the desired certifications the EMPLOYER will replace the vacation time used by the EMPLOYEE and reimburse 100% of the allowable expenses related to the classes, testing & certifications. Expenses related to repeated failures to complete classes and testing or failures to acquire desired certifications will not be reimbursed.

Continuing Education Units (CEUs) – Classes and training required by the various certifications that EMPLOYEE'S possess. CEU training shall only apply to bargaining unit members that have completed their 120-day probationary period and are in good standing with the union and employer with no outstanding disciplinary actions. Exceptions to this may be made by the Department Director or Sanitary Engineer.

A. EMPLOYEES electing for this type of training must obtain EMPLOYER approval as far in advance of the training as possible. Due to accounting limitations or staffing issues not all requests will be granted. However, it is the intention of the EMPLOYER that certified EMPLOYEE'S further educate themselves in their areas of responsibility and the EMPLOYER will endeavor to, as much as possible, approve CEU training requests that are timely submitted and functionally appropriate.

B. Time spent in an EMPLOYER approved elective training class during an EMPLOYEE'S regular schedule will be paid at the EMPLOYEE'S regular wage. No overtime will be paid for time spent in a CEU class outside of the EMPLOYEE'S regular schedule.

C. Allowable EMPLOYER paid expenses and reimbursements

1. EMPLOYER approved CEU courses and training and their allowable travel expenses will be paid for upfront and/or reimbursed by the EMPLOYER 100% provide the following condition is met. Exceptions to this may be made by the Department Director or Sanitary Engineer.

a. EMPLOYEE must provide proof of completion. Proof of completion could include an attendance slip or certificate of completion handed out at the event or mailed out and received after the training.

2. Failure to complete an EMPLOYER approved CEU course or training, unless approved by the Department Director or Sanitary Engineer, shall result in one or more of the following (progressive discipline will not be used in conjunction with a & b):

a. EMPLOYEE must reimburse EMPLOYER and/or EMPLOYER will not reimburse EMPLOYEE for any/all costs associated with the class or training.

b. EMPLOYEE will be required to consume vacation time for the time spent in the class or training.

c. Progressive discipline.

On-Line Classes – Classes and training, that typically includes all of the above categories, that are delivered primarily through the use of a computer and the internet or programs loaded on to a computer. On-Line training shall only apply to bargaining unit members that have completed their 120-day probationary period and are in good standing with the union and EMPLOYER with no outstanding disciplinary actions. Exceptions to this may be made by the Department Director or Sanitary Engineer.

A. EMPLOYEES electing for this type of training that desire to have the EMPLOYER pay for the training, will seek reimbursement for the costs of the training and/or want to take the training while on EMPLOYER time must obtain EMPLOYER approval as far in advance of the training as possible. Due to accounting limitations or staffing issues not all requests will be granted. However, it is the intention of the EMPLOYER that EMPLOYEES further educate themselves in their areas of responsibility and the EMPLOYER will endeavor to, as much as possible, approve on-line training requests that are timely submitted and functionally appropriate.

1. Time spent in an EMPLOYER approved on-line training class during an EMPLOYEE'S regular schedule will be paid at the EMPLOYEE'S regular wage. No overtime will be paid for time spent in an on-line training class outside of the EMPLOYEE'S regular schedule.

2. Due to the nature of on-line training there are no allowable travel expenses that will be reimbursed as part of this training.

3. EMPLOYEES must provide proof of completion. Proof of completion could include a certificate of completion printed out after the training is finished.

4. Failure to complete an EMPLOYER on-line course or training, unless approved by the Department Director or Sanitary Engineer, shall result in one or more of the following (progressive discipline will not be used in conjunction with a & b):

a. EMPLOYEE must reimburse EMPLOYER and/or EMPLOYER will not reimburse EMPLOYEE for any/all costs associated with the class or training.

b. Progressive discipline.

ARTICLE TWENTY-FIVE
UNION SECURITY

The EMPLOYER agrees to deduct Union dues, fees, and assessments once each month from the payroll of any Bargaining Unit member voluntarily signing a written authorization for such deductions. The Bargaining Unit member or UNION officers shall submit the authorization to the EMPLOYER'S designated payroll officer. The UNION shall notify the EMPLOYER of the amounts of such dues and fees as are from time-to-time established by the UNION, and the EMPLOYER shall adjust the deductions accordingly.

Nothing in this Section prohibits an employee from withdrawing his/her membership in the UNION at any time.

Effective upon the date of ratification and execution of this Agreement by the parties, all Bargaining Unit employees who are not dues paying member in good standing of the union, shall automatically pay a Fair Share Fee to the UNION as a condition of employment and shall not require a signed authorization.

All new Bargaining Unit employees hired after the effective date of this provision, who do not become members in good standing of the UNION, shall pay a Fair Share Fee to the UNION effective sixty (60) days from the employee's date of hire as a condition of employment.

The Fair Share Fee amount shall be certified to the EMPLOYER by the Treasurer of the UNION.

The deduction of this Fair Share Fee shall be made in accordance with the regular dues deductions as provided herein and with an established rebate procedure, which shall be equally afforded all employees covered by this Agreement in compliance with applicable state or federal law.

The EMPLOYER shall be relieved from making dues or Fair Share Fee deductions upon an employee's (a) termination; or (b) transfer to a job other than one covered by the Bargaining Unit; or (c) lay-off from work; or (d) an approved unpaid leave of absence; or (e) upon termination of the Agreement.

STATE EMPLOYMENT
RELATIONS BOARD

2014 FEB 18 PM 3:06

ARTICLE TWENTY-SIX
DURATION OF AGREEMENT

This Agreement is effective as of the 1st day of January, 2014 and shall continue in full force and effect until midnight, December 31st, 2016, and shall remain in effect from year-to-year thereafter unless either party hereto shall, within ninety (90) days of the expiration date, notify the other, in writing by certified mail, of a desire to change, alter, or amend any provision(s) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 13th day of February, 2014.

FOR THE EMPLOYER	FOR THE UNION