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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE STARK-TUSCARAWAS-WAYNE  
JOINT SOLID WASTE DISTRICT**

**AND**

**THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, LOCAL #92**

**Effective through October 31, 2017**

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## PREAMBLE/PURPOSE

This agreement, entered into by the Stark-Tuscarawas-Wayne Joint Solid Waste District, hereinafter referred to as the "Employer" or the "District," and the International Brotherhood of Teamsters, Local 92, hereinafter referred to as the "Union," has as its purpose and intent the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit so described in the certification of the State Employment Relations Board (SERB) in Case No. 08-REP-07-0121.

Included: All full-time and regular part-time Drivers/Operators, Lead Driver and Utility Worker.

Excluded: All professional, confidential and supervisory employees as defined in the Act.

**Section 1.2.** Should new classifications be established within the agency which are not subject to the exclusions outlined in Section 1.1 above, the Employer shall notify the Union, and upon the written request of either party, the parties shall meet to discuss and attempt to reach an agreement on the inclusion of such classifications within the bargaining unit. If the parties reach agreement, they shall jointly petition SERB to include the new classification in the bargaining unit. If the parties fail to reach an agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC, and SERB rules and regulations. The determination of SERB shall be binding upon both parties.

**Section 1.3** Work performed by employees in the bargaining unit shall not be performed by excluded classifications, except under the following conditions:

- a. In event of emergency;
- b. Work necessary to restore end/or maintain normal operations where qualified bargaining unit employees are not available;
- c. Instructing or demonstrating proper method procedures of performing work operations;
- d. Inspection of faulty equipment to determine the cause and method of correction

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1.** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct or supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, discharge, 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 to carry out the mission of the public employer as a governmental unit.

**Section 2.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement shall remain the function of the Employer.

**Section 2.3.** The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this agreement.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1.** The Employer and the Union agree not to unlawfully discriminate against any employee with respect to terms, or conditions of employment because of such employee's race, color, religion, sex, national origin, age, disability, or military status.

**Section 3.2.** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.3.** The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

**Section 3.4.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 4.1.** The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the unit.

**Section 4.2.** The Employer agrees to deduct periodic Union dues, initiation fees, and assessments from the pay of any employee eligible for membership in the bargaining unit, upon the individual employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the payroll officer of the unit in which the employee works. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received, and in which dues are normally deducted by the Employer.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the payroll officer of the employing unit. An alphabetical list of employees for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deductions. In the event an employee's first month pay is insufficient for deduction, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

**Section 4.3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.4.** The Employer shall be relieved from making such "check-off" deductions upon: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) an agreed leave of absence, or (5) revocation of the check-off authorization.

**Section 4.5.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined for the duration of this agreement.

**Section 4.6.** A check in the aggregate amount of the total dues withheld from those employees authorizing a dues deduction shall be submitted to the Union within thirty (30) days of the date said deductions were made.

**Section 4.7.** Each new employee hired after the execution of this Agreement who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee. All new employees who do not become members within sixty (60) days following the beginning of their employment shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees of the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's Partisan Political or Ideological Expenditures Reduction Procedures.

**Section 4.8.** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 5** **DRIVE CONTRIBUTIONS**

**Section 5.1.** The Employer agrees to deduct periodic contributions to DRIVE, the Union's political action committee, from the pay of any bargaining unit employee who voluntarily signs and submits a written deduction authorization form. The employee will sign the deduction authorization form which will be provided by the Union, and will submit the form and one (1) copy to the Employer. Upon receipt of the signed authorization form, the Employer will deduct the contributions from the payroll check for the pay period following the pay period in which the authorization was received, and in which DRIVE deductions are normally deducted by the Employer.

**Section 5.2.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the contributions are remitted to DRIVE National Headquarters, their disposition thereafter shall be the sole and exclusive obligation and responsibility of DRIVE National Headquarters.

**Section 5.3.** The Employer shall be relieved from making DRIVE deductions upon: (1) the employee's termination of employment, or (2) the employee's transfer to a job other than one covered by the bargaining unit, or (3) the employee's layoff from work, or (4) an approved leave of absence of the employee, or (5) the employee's revocation of the authorization.

**Section 5.4.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of DRIVE deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in the next pay period that DRIVE contributions are normally deducted, by deducting the proper amount from the pay of the employee to correct said error.

**Section 5.5.** DRIVE deductions are subject to the approval of the Employer and shall be made during one (1) pay period each month. In the event an authorized deduction is not made during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction the following pay period.

**Section 5.6.** Each eligible employee's written DRIVE deduction authorization shall be honored by the Employer for the duration of this agreement unless the employee certifies, in writing, that the authorization has been revoked, at which point the deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union. All DRIVE deductions shall cancel upon the termination date of this agreement, unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

**Section 5.7.** A check in the aggregate amount of the DRIVE contributions withheld from those employees authorizing such deductions shall be submitted to DRIVE National Headquarters within thirty (30) days of the date said deductions are made.

## **ARTICLE 6**

### **NO STRIKE/NO LOCKOUT**

**Section 6.1.** Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the District. Therefore, the Union, its officers, agents, representatives, or members, shall not directly, or indirectly, call, sanction, instigate, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly in any strike, work stoppage, or slowdown at any operation or operations of the Employer for the duration of the Agreement.

**Section 6.2.** The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this article.

**Section 6.3.** In the event any violation of this article occurs, the Union will immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the District is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

**Section 6.4.** Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged. Such discipline and/or discharge shall be subject to appeal through the grievance procedure contained herein, initiated at the Executive Director level in the procedure. The only question will be, did they participate in such action? If so, the discipline will stand.

**Section 6.5.** Except as specified herein, nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

**Section 6.6.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 6.1 above.

## **ARTICLE 7** **RULES AND REGULATIONS**

**Section 7.1.** The Employer agrees that, as of the date of the execution of this agreement, any rules or regulations, policies or procedures issued by the Employer which conflict with any of the provisions contained herein, shall no longer have any force and effect.

**Section 7.2.** Should work rules be established during the term of this agreement, the Employer agrees to meet with the Union and discuss said rules prior to implementation.

**Section 7.3.** If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements change, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies, and/or procedures or whether they are arbitrary, capricious, or unreasonable. Said grievance may be filed by the Union at Step 2 of the grievance procedure.

**Section 7.4.** All rules established in accordance with Section 7.2 above shall be circulated among all employees and posted on department bulletin boards for a period of three (3) working days. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure, will be read and understood. Refusal by an employee to sign said acknowledgement shall be grounds for disciplinary action.

**Section 7.5.** All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee's supervisor and/or the safety officer, or by the use of outside vendors for the conduct of awareness training.

**Section 7.6.** Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

## **ARTICLE 8** **LABOR/MANAGEMENT MEETINGS**

**Section 8.1.** In the interest of sound labor/management relations, unless mutually agreed to otherwise, in the months of March, June, September, and December, the Employer and/or his designee(s) shall meet with not more than one (1) employee Union representatives and up to two (2) non-employee representatives, if desired, to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. The specific date and time of the next meeting will be determined by the parties prior to the conclusion of each meeting.

**Section 8.2.** An agenda will be furnished by each party to the other at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. discuss the administration of this agreement;
- B. discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. consider and discuss health and safety matters relating to employees; and
- G. consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

**Section 8.3.** Whenever the purpose of a labor/management meeting is to discuss matters identified in Section 8.2(B) and/or 8.2(G) above, the Union business agent shall be notified at least five (5) working days in advance of the scheduled meeting.

**Section 8.4.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 9** **UNION BULLETIN BOARDS**

**Section 9.1.** The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of each work facility where employees have access to it for use by the Union.

**Section 9.2.** All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during nonworking time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. publication, rulings, or policies of the Union.

All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

## **ARTICLE 10** **UNION REPRESENTATION**

**Section 10.1.** An employees selected by the Union to act as a Union representative for the purpose of processing grievances under the grievance procedure shall be known as a steward. The steward may have an alternate steward, to act as a steward in the absence of the regular steward.

**Section 10.2.** The Union shall notify the Employer, in writing, of the names of the steward and the alternate steward before being recognized by the Employer. The Union shall notify the Employer, in writing, regarding any changes in the identity of stewards.

**Section 10.3.** The Union steward and alternate steward may conduct appropriate Union business as defined herein.

For purposes of this article, appropriate Union business is defined as:

- A. representation of a unit member at any step of a grievance where the affected employee requests such representation;

- B. representation of a unit member at a predisciplinary conference where the affected employee requests such representation;
- C. attendance at meetings between the Union and the Employer where their attendance is requested.

The steward shall be permitted reasonable time off with pay to conduct representative's business as defined above, subject to the restriction set forth in Section 10.4 herein.

When such meetings are scheduled outside of normal working hours, the steward shall not be compensated for such time.

**Section 10.4.** Rules governing the activity of the Local Union steward and alternate are as follows:

- A. The steward or alternate must obtain, in advance, authorization from his immediate supervisor before beginning Union activities.
- B. The steward or alternate shall identify the reason for the request at the time Union activity time is requested.
- C. The steward or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- D. The steward or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the steward's or alternate's immediate supervisor.
- E. Failure to comply with such order may result in disciplinary action if it is found that the Union steward or alternate is abusing the rules of this section.

**Section 10.5.** Prior to leaving the assigned work area, the Union steward, officer, or representative shall be required to complete the Union Representative Time Form (Appendix B). Said form shall be furnished by the Employer and shall be obtained from the supervisor.

**Section 10.6.** Business agents for the Union may be permitted on the premises to confer with Union members during regular office hours of the Employer, with the knowledge of the Employer, provided further that no interruption in operations will be caused.

**Section 10.7.** A Union steward and/or business agent and/or Union legal counsel shall be an employee's exclusive representative(s) under the provisions of this article or the Grievance and Arbitration Procedure Article, for all disciplinary matters. No other representative of the employee shall be recognized by the parties or allowed to participate in or attend any of the proceedings or provisions of this Agreement.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

**Section 11.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

**Section 11.2.** A grievance may be brought by the Union or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 11.3.** All grievances must be processed at the proper step in order to be considered at subsequent steps. If the grievance is not filed in a timely manner, and the Employer does process a grievance not timely filed it shall not constitute a waiver of any claim by the Employer that the grievance is not arbitrable as a result of untimely filing. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time provided shall be considered resolved based upon the last answer. Any grievance not answered within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. When an employee covered by this Agreement represents himself in a grievance, the Employer will provide the Union with the opportunity to be present at the adjustment which shall not be inconsistent with the terms of this Agreement. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claim by the employee. The employee must represent himself and shall be prohibited from utilizing legal counsel. The grievance and arbitration procedures provided in this article shall constitute the sole and exclusive method for resolving grievances between the parties under the terms of this Agreement and there shall be no rights of appeal to the State Personnel Board of Review.

**Section 11.4.** The grievance shall be processed on a form provided by the Employer (See Appendix C) and in order to be considered must contain the following information: statement of the facts; date of the alleged event giving rise to the grievance; specific article(s) section(s) of the Agreement alleged to have been violated or misinterpreted; specific relief requested; name of supervisor and date grievance was informally discussed; and signature of grievant(s).

**Section 11.5.** The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union/grievant; working days as used in this article shall not include Saturdays, Sundays, or holidays.

**Section 11.6.** Each grievance shall be processed in the following manner:

**Preliminary Step:** An employee having a grievance will first attempt to resolve it informally with the supervisor. If the employee is not satisfied with the response from the supervisor, or the supervisor is unavailable, he may then proceed to Step 1.

**Step 1 — Immediate Supervisor**

The aggrieved employee(s), with the Union steward, if requested, shall present the grievance and three (3) copies to his immediate supervisor within five (5) working days following the occurrence, or within five (5) working days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. However, no grievance will be

considered if filed later than fifteen (15) calendar days after the occurrence of the incident giving rise to the grievance. The immediate supervisor may schedule a meeting within ten (10) working days of receipt of the grievance, with the aggrieved employee and any witnesses/personnel the parties consider necessary to arrive at an answer. The immediate supervisor shall within ten (10) working days of receipt of the written grievance or any Step 1 meeting, if applicable, respond in writing on the original and all copies. The original and three (3) copies shall be returned to the grievant. Nothing herein shall be construed to preclude the parties from informally discussing a matter prior to a grievance being filed.

If the immediate supervisor is not available to receive a Step One grievance filing, the employee may file directly at Step Two.

### Step 2 — Executive Director

Should the grievant not be satisfied with the written answer he received in Step 1, within three (3) working days after his receipt thereof, he may submit or have his steward submit the original of the grievance form and two (2) copies to the Executive Director or designee. The Executive Director or designee shall, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee, the Business Agent of Local Union #92 IBT, and the unit steward, as well as the supervisor, and any witnesses/personnel the parties consider necessary to arrive at an answer. The Executive Director or designee shall respond to the grievance within ten (10) working days after the hearing, and send a copy of the answer to the Steward and the Business Agent of Local #92. Notwithstanding the other provisions above, grievances involving suspension or discharge may be filed directly at Step 2, and shall be filed within five (5) working days of the issuance of the disciplinary notice.

### Step 3 — Arbitration

Should a grievant, after receiving the written answer to his grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Employer for arbitration within ten (10) working days of the written answer from the Executive Director at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Executive Director or his designee and may not be processed further.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as arbitrator from the panel of arbitrators as listed in Appendix D, using the alternate strike method to select the arbitrator.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement or of applicable laws.

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law.
  3. Limiting or interfering in any way with the powers, duties, or responsibilities of the Legislative Body under its rule making powers not inconsistent with this Agreement.
  4. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.
  5. That would change the established wage scales, rates on new or changed jobs, or change in any way the rate that has been negotiated as part of this Agreement.
  6. The arbitrator shall not 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. In the event of a monetary award the Arbitrator shall limit any retroactive settlement to the date the grievance was presented at Step 1 of the Grievance Procedure.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator unless the parties agree to have the alleged grievance heard on its merits before a different arbitrator.
- C. The decision of the arbitrator will be final and binding upon the Union, the employee and the Employer. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union and the grievant.
- D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. Should the decision of the arbitrator not affirm the position of either party and represent a "split decision," the cost of the arbitration shall be equally borne by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

## **ARTICLE 12**

### **CORRECTIVE ACTION**

**Section 12.1.** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the

Employer's policy and this article. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of work performance.

Discipline shall normally be applied in a corrective progressive manner, i.e., instruction and cautioning, written reprimand, suspension with or without pay or combination of the two, and discharge.

**Section 12.2.** Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall establish the predisciplinary conference procedures. An employee may also elect, in writing, to waive the opportunity to a predisciplinary conference. When an employee is to be disciplined or interviewed regarding a matter which may lead to discipline, the employee has the right to have a Union steward, Union official, or alternate present. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

**Section 12.3.** Whenever an employee is found guilty of serious misconduct, he shall be subject to discipline, up to and including termination.

**Section 12.4.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance, in accordance with the grievance procedure contained in this agreement. The Employer shall serve the Union steward or the Union steward's designee a copy of any disciplinary action taken against any employee immediately after such action.

**Section 12.5.** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for instruction and cautioning and written reprimands providing there is no intervening discipline during the twelve (12) month period; and twenty-four (24) months after their effective date for suspensions providing there is no intervening discipline during the twenty-four (24) month period.

**Section 12.6.** The grievance of all suspensions and terminations shall be filed directly at Step 2 of the Grievance Process as identified in the Grievance Procedure article, within three (3) working days.

**Section 12.7.** The Union on behalf of all employees covered by this Agreement, and on its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotions or discharge) to any Civil Service Commission.

**Section 12.8.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the Ohio Revised Code 124.03, 124.34 and Ohio Administrative Code 124:1-01 through 124:1-31-04.

**ARTICLE 13**  
**PROBATIONARY PERIOD**

**Section 13.1.** The probationary period for all newly hired employees shall not exceed one hundred twenty (120) calendar days. The promotional probationary period shall not exceed ninety (90) calendar days for the Driver classification and three hundred and sixty five (365) calendar days for the Lead Driver classification. Newly hired employees shall have no seniority during the probationary period; however, upon completion of the probationary period, seniority shall start from date of hire.

**Section 13.2.** The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank, and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

**ARTICLE 14**  
**SENIORITY**

**Section 14.1.** For the purpose of this agreement, seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer and/or Stark, Tuscarawas, or Wayne Counties recycling and litter offices.

**Section 14.2.** Seniority shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than twenty-four (24) consecutive months;
- D. is absent without leave for three (3) or more (no show/no call) consecutive working days;
- E. fails to report to work when recalled from layoff within ten (10) consecutive working days from the date on which the Employer sends the employee notice, by certified mail that he has been recalled from layoff unless a satisfactory excuse is shown;
- F. fails to return to work on expiration of a leave of absence;
- G. retires.

**Section 14.3.** The Employer will provide to the Union a seniority list upon the execution of this Agreement and an updated list whenever a change in seniority occurs.

**Section 14.4.** Where two (2) or more employees are hired the same day, their relative seniority will be determined by the alphabetical spelling of their last name ("A" first, "Z" last) on the date of hire.

**Section 14.5.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the Ohio Revised Code 124.321 through 124.328.

## **ARTICLE 15** **LAYOFF AND RECALL**

**Section 15.1.** Whenever the Employer determines it necessary to reduce the size of its workforce because of economy, consolidation, abolishment of functions, curtailment of activities, lack of work, or lack of funds, such reduction shall be made by layoff or abolishment in accordance with the provisions set forth below.

**Section 15.2.** Employee(s) within the affected classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the affected classification are laid off first in the above respective order.

**Section 15.3.** Employees whose jobs are abolished or who are laid off may displace (bump) another employee with lesser seniority in the same classification.

**Section 15.4.** Recalls shall be in the inverse order of layoff. A laid-off employee shall retain the employee's right to recall for twenty-four (24) months from the date of the employee's layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt and a copy to the Union. An employee who refuses recall or does not report to work within ten (10) working days from the date the employee receives the recall notice, shall be considered to have resigned the employee's position and forfeits all rights to employment with the Employer.

**Section 15.5.** Employees scheduled for layoff shall be given a minimum of ten (10) working days advance notice of layoff.

**Section 15.6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the Ohio Revised Code 124.32, 124.321 through 124.328 and Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

## **ARTICLE 16** **HOURS OF WORK**

**Section 16.1.** This article shall not be construed as a guarantee of hours of work per day or per week.

**Section 16.2.** The normal work period for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) hours each day or four (4) days of ten (10) hours each day. The hours shall be consecutive and only interrupted by the one-half hour lunch period. In the event it is necessary to modify the hours of work, or work period, from those existing at the time of the Agreement, the Employer will notify the Union in advance.

**Section 16.3.** Employees shall be allowed one (1) paid fifteen (15) minute break for each four (4) hours worked. This time represents actual time away from the employee's duties. These breaks will be scheduled as close as possible to the middle of each four (4) hours worked, but they may not be scheduled immediately before or after a meal period or, at the start or end of a work period.

**Section 16.4.** All employees will be allowed thirty (30) uninterrupted minutes for a paid lunch period which is to be taken at a time designated by the Employer, on or near the middle of the workday.

**Section 16.5.** When an employee is required by the Employer to be in paid status more than forty (40) hours in a week as defined in this Agreement, he shall be paid overtime pay for such time worked at one and one-half (1 1/2) times his regular rate of pay. For purposes of this article, "paid status" shall be defined as hours actually worked or on paid leave excluding sick leave. The Employer retains the right to require reasonable overtime. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**Section 16.6.** In the event a weather emergency is declared by the Executive Director, or if the Employer otherwise determines and informs employees that work is canceled due to a weather emergency, employees shall be compensated for the number of hours which they were scheduled to work.

**Section 16.7.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the Ohio Revised Code 4111.03.

## **ARTICLE 17** **HOLIDAYS**

**Section 17.1.** All full-time employees will be granted the following paid holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	1st of January
Martin Luther King Day	3rd of Monday of January
President's Day	3rd Monday of February
Memorial Day	4th Monday of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	25th Day of December

**Section 17.2.** For employees working a Monday through Friday work schedule, if a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday. If an employee's work schedule is other than Monday through Friday (continuous

operations personnel), he is entitled to holiday pay for the day on which the holiday actually falls.

**Section 17.3.** If a full-time employee is required to work on any one of the days identified in Section 17.1 of this article, said employee shall be paid one and one-half (1 1/2) times his rate plus straight time holiday earnings. If a part-time employee is required to work on any one of the days identified in Section 17.1 of this article, said employee shall be paid one and one-half (1 1/2) times his hourly rate.

**Section 17.4.** Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 17.1 above when no work is performed on such holidays. Part-time employees will receive straight time pay for the number of hours they would have normally worked on a holiday when no work is performed on such holiday. However, if a part-time employee is not normally scheduled to work on one (1) of the holidays listed in Section 17.1, he is not entitled to holiday pay.

**Section 17.5.** In order to be eligible for both the hourly rate and the holiday rate, the employee must be in paid status on his last scheduled day preceding the holiday and the first scheduled day following the holiday. Any employee who fails to be in paid status on the last scheduled day prior to the holiday or the first scheduled day following the holiday shall be paid his straight time hourly rate for all hours worked on the holiday. Any employee who is scheduled to work on a holiday but, who fails to report to work, shall receive no pay for the holiday.

**Section 17.6.** For purposes of this article, "paid status" shall be defined as hours actually worked or on paid leave excluding sick leave.

**Section 17.7.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the holiday provisions of Revised Code 325.19.

## **ARTICLE 18** **VACATIONS**

**Section 18.1.** Full-time employees shall be entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation to which an employee is entitled is based upon his/her length of service with the Employer and shall include prior service credit with the counties and with the state or any political sub-division of the state and shall be credited according to the following schedule:

<u>Length of Service</u>	<u>Annual Vacation</u>
1 year	80 hours (3.1 hours per pay period)
8 years	120 hours (4.6 hours per pay period)
15 years	160 hours (6.2 hours per pay period)
25 years	200 hours (7.7 hours per pay period)

**Section 18.2.** Earned vacation shall accrue on an hourly basis based on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at the time. Unused vacation time may be accrued by an employee up to a maximum of the vacation time permitted during the employee's most recent three (3) years of

District employment. An employee may continue to earn and use his vacation benefits prior to the anniversary date of the fourth year without loss of benefits. The anniversary date is established one year from the date the employee reaches his maximum vacation accrual rate.

**Section 18.3.** Vacation leave is earned while on vacation or holidays.

**Section 18.4.** In the event that a holiday as defined herein falls within an employee's paid vacation period, such employee shall receive holiday pay and will not be charged vacation time for this day.

**Section 18.5.** Employees may take their vacation during the calendar year at a time mutually convenient to the employee and the Employer. Employees will be given an opportunity to indicate their vacation leave preferences on a form provided by the Employer. Vacation time will not be authorized until it has been accrued. During the month of December of each year employees may submit written requests to the Employer for vacation leave to be taken in the following calendar year. Requests properly submitted during this time, if mutually convenient to the Employer, shall be granted based upon employee seniority. Requests submitted after December 31<sup>st</sup> shall be granted on a first come-first served basis. If two (2) or more employees submit requests on the same day for vacation leave at the same time period leave shall be granted based upon seniority of those employees submitting requests for leave. Employees must submit their request directly to their supervisor and will be notified upon approval or denial of the request.

**Section 18.6.** If an employee terminates employment after more than one (1) year of service, the employee is entitled to payment for all earned but unused vacation. Such benefit will be provided within thirty (30) days after separation from employment.

**Section 18.7.** If an employee dies while in the employ of the Employer, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, such unused vacation leave will then be paid to the employee's estate.

**Section 18.8.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 325.19 and 9.44.

## **ARTICLE 19** **UNION LEAVE**

**Section 19.1.** At the written request of the Union, a leave of absence without pay will be granted to a Union Steward or alternate to attend a Union convention or perform any other function on behalf of the Union. Any request for leave must be made at least thirty (30) days prior to the date of such leave. No such leave shall exceed five (5) working days.

## **ARTICLE 20** **LEAVE OF ABSENCE**

**Section 20.1.** Non-FMLA leaves of absence without pay and any extension thereof must be applied for in writing to the Executive Director on forms supplied by the Employer, at least two  
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(2) weeks prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of the requested leave shall be given to the employee in writing within one (1) week after the submission of the request. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given the reasons and evidence presented by the employee to the Employer.

**Section 20.2.** Any employee may, with the approval of the Employer, return to work prior to the expiration of any leave of absence.

**Section 20.3.** When an employee returns to work after a leave of absence, the employee will be assigned to the position which the employee formerly occupied or to a similar position if the employee's former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during the employee's absence.

**Section 20.4.** An employee who fails to return to duty upon expiration of a leave of absence without pay shall be considered absent without leave and subject to disciplinary action. An employee who fails to return to duty upon the completion of a leave of absence, without notification to and the approval of the Employer, will be considered to have abandoned the employee's position and may be discharged for neglect of duty.

**Section 20.5.** The Employer reserves the right to require that all paid leave must be exhausted prior to an employee being granted an unpaid leave of absence under this article.

**Section 20.6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the Ohio Revised Code 124.135, 124.387 and Ohio Administrative Code 123:1-34-01, 123:1-34-03, 123:1-34-08, and 123:1-34-09.

## **ARTICLE 21** **FUNERAL LEAVE**

**Section 21.1.** In the event of a death in the immediate family of an employee, the employee will be granted reasonably necessary time, not to exceed five (5) consecutive work days, to attend the funeral, make funeral arrangements, and carry out other responsibilities related to the funeral. Funeral leave will be deducted from the employee's sick leave balance.

**Section 21.2.** For purposes of this article, immediate family shall be defined as the employee's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, or grandchild.

## **ARTICLE 22** **MILITARY LEAVE**

**Section 22.1.** Employees shall be entitled to military leaves as and to the extent required by state and federal law.

**ARTICLE 23**  
**COURT LEAVE**

**Section 23.1.** The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision thereof. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

**Section 23.2.** Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences shall be leave without pay or vacation, as scheduled in advance with the Employer.

**Section 23.3.** To be eligible for compensation as defined in Section 23.1 above, the employee must provide documentation, deemed acceptable to the Employer, which demonstrates that the employee qualifies for paid court leave.

**Section 23.4.** It is understood that an employee released from court or jury duty two (2) hours or more prior to the end of his work day shall report to work for the remaining hours of his shift.

**ARTICLE 24**  
**FAMILY MEDICAL LEAVE**

**Section 24.1.** The Employer shall comply with the provisions of the Family Medical Leave Act of 1993 and may adopt policies for such compliance.

**ARTICLE 25**  
**UNIFORMS**

**Section 25.1.** The Employer shall provide each employee with six (6) uniforms (pants and shirts). The Employer shall further provide each employee with coats and gloves. The Employer shall reimburse each employee up to one hundred seventy five dollars (\$175.00) in each year of this Agreement for the purchase of steel toe boots or equivalent approved by the Employer. Employees must provide a receipt for the purchase of the boots to receive reimbursement.

**ARTICLE 26**  
**HEALTH INSURANCE**

**Section 26.1.** The Employer shall make available to all bargaining unit members comprehensive major medical/hospitalization health care insurance at the same terms and conditions as is provided to all non-bargaining unit employees employed by the District. The Employer will pay eighty-five percent (85%) of all monthly insurance premiums and the employee will pay fifteen percent (15%).

**Section 26.2.** If, during the life of this Agreement, it becomes necessary for the Employer to change carriers or modify coverage, the Employer agrees to provide notice of such to the Union.

If requested by the Union, the parties shall meet for the purpose of discussing the change or the modifications of coverage. The Employer will request quotes from interested health care insurance providers including the Michigan Conference of Teamsters Health and Welfare Funds.

**Section 26.3.** For full-time employees covered by this Agreement the Employer agrees that for the life of this Agreement it will provide, at no cost to the employee, Group Life Insurance in the amount of \$20,000 and Accidental Death and Dismemberment Insurance in the amount of \$20,000.

## **ARTICLE 27** **SICK LEAVE**

**Section 27.1.** All full-time and part-time employees of the District shall receive four and six-tenths (4.6) hours of sick time for each eighty (80) hours worked. Employees who have prior credit with a political subdivision of the state of Ohio may carry over any accumulated sick leave balance upon receiving written confirmation of such balances from the political subdivision. Sick time is accumulated during vacation or sick leave, but not during time on leave of absence. Sick time shall only be taken under the following circumstances:

1. Personal illness, injury, or pregnancy of the employee or a member of the employee's immediate family, where the employee's presence is reasonably necessary for the health and welfare of the family member;
2. Exposure of the employee to a contagious disease, which could be communicated;
3. Medical or dental examinations of the employee or a member of the employee's immediate family, where the employee's presence is reasonably necessary;
4. Illness, injury, or death of a member of the employee's immediate family. Sick leave for a death in the immediate family shall be charged against the employee's accumulated sick leave not to exceed five (5) days. In the event of a death of a relative other than a member of the employee's immediate family an employee is granted one (1) day to attend a funeral within the state and two (2) days to attend a funeral outside the state.

An employee's immediate family is defined as a spouse, father, mother, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Any person for whom the employee acts as legal guardian or that is totally dependent upon the employee shall be included in the definition of the immediate family.

Where sick leave is requested to care for a member of the immediate family, the employee may be required to provide a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

**Section 27.2.** Employees requesting sick leave must obtain prior approval from the Executive Director or the employee's immediate supervisor if possible. Employees calling in sick must notify the Executive Director or the employee's immediate supervisor by 8:30 a.m. on a daily basis, unless the employee has a protracted illness. A doctor's excuse may be required after three (3) days of sick time.

**Section 27.3.** Sick leave may be accumulated by the employee. Upon retirement from employment, an employee shall be entitled to receive payment, at his then current rate of pay, for one-fourth (1/4) of his accrued but unused sick leave hours up to a maximum amount of two hundred forty (240) hours. At the time of retirement or death, with ten (10) years or more served with any political subdivision of the state of Ohio, one quarter (1/4) of the sick leave balance up to a maximum of two hundred forty (240) hours will be paid to the employee or his beneficiary. The rate of pay at the time of death or retirement shall be the rate at which the sick time payment is made. Payment may be made only once and will eliminate all sick leave credit accrued by the employee.

**Section 27.4.** Sick is not to be considered additional vacation time or time that an employee may freely utilize for purposes other than those outlined above. Any abuse or misuse of the sick time policy shall be grounds for disciplinary action or possible dismissal.

**Section 27.5.** An employee may elect to convert up to eighty (80) hours of sick leave and/or up to eighty (80) hours of vacation leave per year. This conversion will result in the employee receiving payment for these hours, and having the appropriate leave account reduced by the hours converted. Only eligible employees may elect this conversion. Eligibility and the rules regulating conversion are as follows:

1. In order to convert sick leave the employee must have, at the time of application, a minimum balance of nine hundred sixty (960) hours of accumulated sick leave plus the amount they wish to convert. (For example, an employee must have a balance of one thousand forty [1,040] hours of sick leave accumulated to convert eighty [80] hours.)
2. In order to convert vacation leave the employee must have enough vacation leave accumulated at the time of application to cover the number of hours converted up to eighty (80) hours, plus a balance of forty (40) hours that is not converted. (For example, an employee must have one hundred twenty [120] hours vacation leave accumulated in order to convert eighty [80] hours.)
3. An eligible employee may convert any combination of sick and/or vacation leave, subject to the regulations, up to the maximum of eighty (80) hours for each type of pay (one hundred sixty [160] hours total).
4. The maximum amount of converted sick and/or vacation leave that can be considered earnable salary under OPERS is the amount the employee earns in one calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1st and December 31st of the current calendar year. Sick and vacation leave accrual is in accordance with Articles 18 and 27.
5. Conversion of sick and vacation leave will result in a permanent deduction of the converted hours from the participating employee's appropriate leave balance. Conversion will not affect an employee's eligibility for sick leave payment upon retirement per Section 3 of this article.

6. Additional sick and vacation leave accrual will not be earned from converted sick and vacation leave. Standard deductions as required by law, including OPERS deductions, will be made.
7. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime.
8. Employees are responsible for initiating the conversion process by annually completing and filing a "Leave Conversion Request" form. This request form must be completed by the employee no later than December 1 of the year of the actual conversion. The employee will receive the payout in January of the following year.

**Section 27.6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 124.328.

## **ARTICLE 28**

### **HEALTH AND SAFETY**

**Section 28.1.** Occupational health and safety are the mutual concern of the Employer, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall immediately report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable state safety laws, rules, and regulations and Employer's rules and regulations.

The Employer shall use reasonable efforts to provide safe working conditions, equipment and work methods for the employees covered in this Agreement. The Employer shall not knowingly require employees to use any vehicle that is not in safe operating condition or equipment without the safety appliances prescribed by law.

**Section 28.2.** It shall be the duty of all employees covered by this Agreement to use and maintain the safety equipment provided by the Employer and to follow all safety rules and safe working methods recommended for their safety. The Employer will advise the Union seven (7) days prior to any revisions of safety rules or implementation of new rules. The Union retains the right to grieve any rule it deems unreasonable.

**Section 28.3.** The Union agrees that careful observance of safe working practices and District safety rules is a primary duty of all employees where those rules have been reduced to writing and distributed to employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit.

**Section 28.4.** Where a defect or suspected defect in a piece of equipment presents an immediate safety hazard to an employee the employee shall cease using the equipment and immediately report matter to his supervisor. Where there is no immediate hazard, the employee shall report the matter to his supervisor at the earliest opportunity but in no event later than the end of his work day. The supervisor will make arrangements to have the piece of equipment inspected. The equipment will be considered ready for the employees' further use when the inspection and/or any corresponding repairs have been completed.

**Section 28.5.** All employees are required to perform a pre-trip and post-trip vehicle inspection in accordance with the Employer's specified vehicle inspection program.

**Section 28.6.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee before starting the next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

**Section 28.7.** The Employer will provide protective devices or other personal protective equipment necessary to properly protect employees from injury while performing required job functions.

## **ARTICLE 29** **INJURY LEAVE**

**Section 29.1.** A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay and benefits not to exceed sixty (60) calendar days.

**Section 29.2.** In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claims compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he is unable to work. Upon approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the sixty (60) day period. Should a claim be denied at any time during the time period described in Sections 1 and 2, the Employer's obligation to provide such payment shall be terminated.

**Section 29.3.** After sixty (60) calendar days should the employee be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty medical exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

**Section 29.4.** Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty assignment; an offer of light duty will be made to the employee. The light duty assignment will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article will obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the sixty (60) day period.

**ARTICLE 30**  
**PERSONNEL FILES**

**Section 30.1.** The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer.

**Section 30.2.** Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

**Section 30.3.** Employees shall be entitled to a copy of all material contained within their personnel files upon reasonable advance request to the Employer.

**ARTICLE 31**  
**TRAINING**

**Section 31.1.** Any employee who desires to attend job-related training, courses or schools, and if sufficient funds are available, may request to attend such training, course or school not less than one (1) month prior to the commencement of such, training, course or school. Training will be provided for employees in seniority order. Such requests shall not be unreasonably denied. The Employer shall pay in advance any applicable registration fee.

**ARTICLE 32**  
**WAGES**

**Section 32.1.** Bargaining unit employees shall be assigned to a pay range. Effective January 1, 2015, the pay range set forth below shall go into effect:

	<u>Minimum</u>	<u>Maximum</u>
Lead Driver/Operator	\$18.43/hour	\$19.47/hour
Driver/Operator	\$15.05/hour	\$19.00/hour
Utility Worker	\$13.50/hour	\$15.05/hour

**Section 32.2.** Employees who are actively employed as of the execution of this Agreement shall be placed upon the salary scales. Said adjustment shall become effective with the pay period beginning on December 27, 2014 (see Appendix E).

**Section 32.3.** Employees who are actively employed as of December 31, 2015 shall receive an across the board adjustment of two percent (2%) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum

hourly rate for the pay range of their job classification. Said adjustment shall become effective with the pay period beginning on December 26, 2015.

**Section 32.4.** Employees who are actively employed as of December 31, 2016 shall receive an across the board adjustment of two percent (2%) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate for the pay range of their job classification. Said adjustment shall become effective with the pay period beginning on December 24, 2016.

**Section 32.5.** The maximum rate paid to any employee in the Driver/Operator classification shall not exceed the maximum rate of \$19.00 per hour. To the extent that an employee's wage rate is above \$19.00 per hour, such affected employee shall receive a lump sum payment each year of \$801.63. Lump sum payments shall be paid no later than the third payroll of each year in the year that they are due.

**Section 32.6.** In addition to the wage rates provided for above, employees covered by this Agreement shall receive payment for a weekend and shift differential as follows:

Any employee who works more than one-half (1/2) of his regularly scheduled shift after 5:00 p.m. on any weekday, or more than one-half (1/2) of his regularly scheduled shift on any Saturday or Sunday, shall be paid an additional forty cents (\$0.40) per hour for all the hours of his shift.

**Section 32.7** An employee who is not classified as the Lead Driver/ Operator and who is designated by the Executive Director as a Driver Trainer shall be entitled to additional compensation in the amount of forty cents (\$0.40) per hour for any hours worked as a Driver Trainer.

### **ARTICLE 33** **SAVINGS CLAUSE**

**Section 33.1.** This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. In the event that any provision of this agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

**Section 33.2.** Notwithstanding the provisions set forth in this agreement, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provisions herein.

**ARTICLE 34**  
**EDUCATION / TRAINING ALLOWANCE**

- A. The Employer may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training, provided such education or training is in a field of study related to the employee's job or services performed by the Employer.
- B. Reimbursement shall not be granted unless the employee obtains approval from the Employer before incurring such expenses.
- C. An employee shall not be entitled to reimbursement for education or training expenses unless he successfully completes the course of study and presents evidence of a passing grade or certification. Passing grade is equal to a C or better or an equivalent certification.
- D. Any employee who receives a reimbursement for educational and/or training expenses shall be required to repay the Employer if the employee terminates his employment with the Employer within a two (2) year period following the issuance of the reimbursement. The Employer shall be authorized to deduct the amount of the reimbursed expenses from the employee's final paycheck.

**ARTICLE 35**  
**DURATION OF AGREEMENT**

**Section 34.1.** This agreement shall be effective upon execution, and shall remain in full force and effect until midnight on October 31, 2017.

**Section 34.2.** If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than sixty (60) calendar days prior to the expiration date of this agreement however, this time limit may be waived by mutual consent of the parties to permit an earlier notice. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

**Section 34.3.** The parties acknowledge that during the negotiations which resulted in this agreement, each party 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement, except as may be provided for in the Rules and Regulations and Labor/Management articles of this agreement.

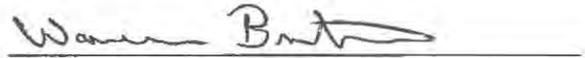
**SIGNATURE PAGE**

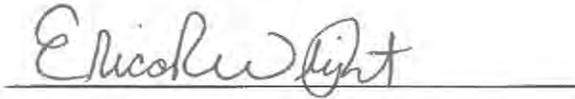
In Witness Whereof, the parties have placed their signatures as of the 19<sup>th</sup> day of November, 2014 in acceptance of the terms and conditions herein.

**FOR STARK-TUSCARAWAS-WAYNE  
JOINT SOLID WASTE DISTRICT**

**FOR THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
LOCAL 92**

  
\_\_\_\_\_  
David Held, Executive Director

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Leslie Jams Kuntz, Consultant

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A  
PAYROLL AUTHORIZATION FORM**

**APPENDIX B  
UNION REPRESENTATION TIME FORM**

**Union Official's Name** \_\_\_\_\_

**Work Area** \_\_\_\_\_

**Date** \_\_\_\_\_

**Destination** \_\_\_\_\_

**Grievance No.** \_\_\_\_\_

**(Check Appropriate Business)**

**Left Work Area**     \_\_\_\_\_ a.m.  
   \_\_\_\_\_ p.m.

\_\_\_\_\_ **Attend Meeting With Employer**

\_\_\_\_\_ **Process Grievance**

**Returned To  
Work Area**     \_\_\_\_\_ a.m.  
   \_\_\_\_\_ p.m.

\_\_\_\_\_ **Attend Disciplinary Conference**

**Began**             \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

**Ended** \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

\_\_\_\_\_  
**Steward's Supervisor**

\_\_\_\_\_  
**Supervisor or Manager**

\_\_\_\_\_  
**Steward**

**Complete In Triplicate**

- 1 copy Steward
- 1 copy Supervisor or Department Head
- 1 copy Director

**APPENDIX C**  
**GRIEVANCE FORM**

Name of Employee Grievant: \_\_\_\_\_

Grievance No.: \_\_\_\_\_

Grievant Classification: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Location Where Grievance Occurred: \_\_\_\_\_

Date First Discussed with Supervisor: \_\_\_\_\_

Supervisor Grievance Discussed With: \_\_\_\_\_

Article(s) and Section(s) of the Agreement Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Facts (Description of Incident Giving Rise to the Grievance): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Stewards Signature: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

(Group grievance: The signatures of all employees filing grievance should be attached.)  
The following signature shall be the employee who represents the group.

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date Written Grievance Filed)

**GRIEVANCE APPEAL FORM**  
**STEP 1**

DELIVERED TO IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

IMMEDIATE SUPERVISOR'S ANSWER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
IMMEDIATE SUPERVISOR  
STARK-TUSCARAWAS-WAYNE  
JOINT SOLID WASTE DISTRICT

\_\_\_\_\_  
DATE

**GRIEVANCE APPEAL FORM**  
**STEP 2**

DELIVERED TO EXECUTIVE DIRECTOR BY:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

EXECUTIVE DIRECTOR'S ANSWER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
EXECUTIVE DIRECTOR  
STARK-TUSCARAWAS-WAYNE  
JOINT SOLID WASTE DISTRICT

\_\_\_\_\_  
DATE:

**APPENDIX D**  
**PANEL OF ARBITRATORS**

The parties agree to use the following panel of arbitrators for any grievances entering Step 3 of the Grievance Procedure:

Robert Stein  
James Mancini  
Nels Nelson  
Virginia Wallace Curry  
Harry Graham  
Jerry Fullmer

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

**APPENDIX E**  
**WAGE SCALE**

Annual Wage Rates are estimates based upon the employee's general schedule.

<b>Employee</b>	<b>2015 Hourly Wage Rate</b>	<b>2015 Annual Wage Rate</b>	<b>2016 Hourly Wage Rate</b>	<b>2016 Annual Wage Rate</b>	<b>2017 Hourly Wage Rate</b>	<b>2017 Annual Wage Rate</b>
Frost*	\$19.27	\$40,081.60	\$19.27	\$40,081.60	\$19.27	\$40,081.60
Kiskadden	\$17.71	\$36,836.80	\$18.06	\$37,573.54	\$18.43	\$38,325.01
McGrew	\$17.71	\$36,836.80	\$18.06	\$37,573.54	\$18.43	\$38,325.01
Rayner	\$16.65	\$34,632.00	\$16.98	\$35,324.64	\$17.32	\$36,031.13
Betz	\$16.50	\$17,160.00	\$16.83	\$17,503.20	\$17.17	\$17,853.26
Gill	\$16.50	\$34,320.00	\$16.83	\$35,006.40	\$17.17	\$35,706.53
Whaley	\$16.50	\$17,160.00	\$16.83	\$17,503.20	\$17.17	\$17,853.26
Muckley	\$16.50	\$17,160.00	\$16.83	\$17,503.20	\$17.17	\$17,853.26

\* Employee Frost's rate is grandfathered, per Article 32.

