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**AGREEMENT
BETWEEN
BELMONT COUNTY
BOARD OF COMMISSIONERS
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
(BUILDING & GROUNDS)**

2015-MED-10-1106

Effective March 1, 2016 through February 28, 2019

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ARTICLE 1
PREAMBLE AND PURPOSE

Section 1.01. This Agreement, entered into by the Belmont County Commissioners, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Local #702, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC); and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 2012-REP-05-0056 including:

Housekeeping/Maintenance (which may also be referred to as "Housekeeping")
Maintenance/Housekeeping (which may also be referred to as "Maintenance")
Supervisor of Maintenance and Housekeeping

Section 2.02. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.03. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.03. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 2.04. All job descriptions will be given to Local 702 President & Vice President for distribution.

ARTICLE 3
DUES DEDUCTION

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving

written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees, their addresses and social security numbers, for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

Section 3.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.05. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.06. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.07. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.08. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.09. Employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) calendar days from the date of hire as a condition of employment.

- A. The fair share amount shall be certified to the county Auditor by the Treasurer of the Local Union.
- B. The deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction.

C. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 3.10. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.11. The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 **UNION REPRESENTATION**

Section 4.01. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through

Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than two (2) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

- A. Local Union President
- B. One (1) Chief Steward

Section 4.03. The Union shall provide to the Employer an official roster of its officers and local Union Steward which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate Supervisor; and
- E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 4.04. The investigation or writing of grievances shall be during non-working time, except for the following:

- A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement.
- B. Labor/Management meetings, as provided in this Agreement.

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

Section 4.05. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union 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.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.

- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.01. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Commissioners in addition to all its other functions and responsibilities. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To 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 Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline employees for just cause;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. To manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;
- F. To determine the size, composition, and duties of the workforce, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and the areas worked;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To take actions to carry out the mission of the office as a governmental unit.
- K. To maintain and improve the efficiency and effectiveness of operations and programs,
- L. To determine and implement necessary actions in emergency situations.

Section 5.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement shall remain the function of the Employer.

ARTICLE 6
NO STRIKE / NO LOCKOUT

Section 6.01. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that it will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work, Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this Section, however only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 6.02. The Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 6.01(B) of this article.

Section 6.03. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7
NONDISCRIMINATION

Section 7.01. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, gender identity, race, color,

religion, national origin, disability as defined in the Americans with Disabilities Act, genetic history, veteran status, or military status.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.02. 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 7.03. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee, and their representative may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

Section 7.04. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.05. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.06. Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 8.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes, but is not limited to, violations of the Employer's policies and work rules.

Determination of appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request representation by a union steward or the Local

Union President in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

Section 8.03. Verbal and written reprimands are not subject to the binding arbitration procedure, but may be grieved. More severe discipline, including suspensions, demotions and discharge are subject to the grievance and arbitration procedure. The grievance may be filed at the Step from which the discipline was issued.

Section 8.04. Records of suspension shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 8.05. The Employer will make available to the Union, upon request, a copy of any suspension, discharge, or pre-disciplinary report that the Employer has issued.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.01. A grievance is defined as an allegation that the terms of this Agreement have been violated. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or Employer's designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 9.03.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must submit the grievance in writing on the grievance form to the Department Head within fourteen (14) calendar days of the date the grievant knew or should have known of the occurrence that gave rise to the grievance. The Department Head shall meet with the grievant within seven (7) calendar days of receiving the grievance and respond within fourteen (14) calendar days after the meeting.

Step 2: A grievance unresolved at Step 1 may be submitted to the Employer's Designee within seven (7) calendar days of the Step 1 response. The Designee will meet with the grievant and his steward and respond within fourteen (14) calendar days of the meeting. The Union staff representative may also attend this meeting, and the Union is entitled to a copy of the adjustment of any grievance upon his or her request.

Step 3: **Mediation:** Upon mutual agreement of the parties (Employer and Union), within seven (7) calendar days of the receipt of the Step 2 response, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the other party and the Federal Mediation and Conciliation Service (FMCS) or SERB. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon parties and the affected bargaining unit employee(s). Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, time limits for the grievance procedure shall be suspended until (1) mediation is concluded or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

Section 9.04. All grievances must contain the following information to be considered.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification
- C. The date the grievance was filed in writing;
- D. The date and time the grievance occurred;
- E. The location where the grievance occurred
- F. A description of the incident giving rise to the grievance;
- G. The specific articles and sections of the agreement violated; and
- H. The desired remedy to resolve the grievance.

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining unit employees desire to find a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 9.06. Grievances bearing on the interests of a number of employees shall be reduced to writing on the grievance form.

Section 9.07. The Employer shall advise the Union of the Employer's designee for Step 2 of the grievance procedure.

Section 9.08. This grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre-arbitration settlements signed by the parties consistent with this procedure shall be binding on the affected bargaining unit employees, the Union, and the Employer.

Section 9.09. The grievant may be represented at a grievance hearing by the AFSCME Ohio Council 8 Staff Representative and an authorized union steward or the local Union President, per Article 4.

Section 9.10. The grievant and his authorized employee representative shall not suffer loss of pay for attending a grievance hearing during his or her regular working hours.

ARTICLE 10 **ARBITRATION**

Section 10.01. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the issuance of the Employer's designee's Step 2 written response, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. In the event the grievance is not referred to arbitration within the thirty (30) days, the grievance shall be considered resolved based on Step 2 response and the Union specifically waives any right to process the grievance to arbitration.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service and shall select the arbitrator by the alternate strike method, with the party requesting arbitration striking first. Either party may insist that the arbitrators be National Academy members or that they reside in Ohio, and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws; or
2. Contrary to, or inconsistent with, or changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer, subject to challenge under Chapter 2711 ORC. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling that witness. 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 transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Prior to the arbitration the parties may agree to take the grievance to mediation. If the parties agree to mediate, but cannot agree on a mediator, SERB will be notified and SERB will appoint a mediator.

ARTICLE 11

APPLICATION OF CIVIL SERVICE LAW

Section 11.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Ohio Revised Code covering the same subject matter, and in particular, but not limited to, all provisions and procedures governing probationary employees and probationary periods, layoffs, and job abolishments. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over the employees in the bargaining unit.

ARTICLE 12

LABOR MANAGEMENT MEETINGS

Section 12.01. The Employer and/or their representatives agree to meet at least quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

Section 12.03. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and

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

Section 12.04. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.05. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 **HEALTH AND SAFETY**

Section 13.01. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.02. The Employer agrees to provide safe working conditions, tools, equipment and working methods for their employees and to take into consideration all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.03. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.04. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.05. There shall be established a joint labor-management Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health.

Section 13.06. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 702, the Union Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14
SENIORITY

Section 14.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 14.04. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15
PROBATIONARY PERIODS

Section 15.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 15.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such removal. Also, the promoted employee may return to his or her former position any time during the first thirty (30) calendar days of his or her promotion. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit.

The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action.

Section 15.03. Part time bargaining unit employees that work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Bargaining unit employees that work an irregular schedule or that work less than the normal number of working days per week shall not have completed their probationary period until they have successfully completed seven hundred (700) hours actually worked.

Section 15.04. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 16 **POSTING OF JOB OPENINGS**

Section 16.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with his Article.

Section 16.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

Section 16.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period, but the employee will have at least thirty (30) days probationary period after the non-temporary appointment.

Section 16.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential

functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 16.05. Once the determination has been made, the Employer agrees to post the selection, if any, within seven (7) calendar days. The Employer shall fill any such vacancy within fourteen (14) calendar days after posting the selection. The Employer may cancel a vacancy posting at any time prior to the time the Employer posts the name of the successful bidder.

Section 16.06. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer,

Section 16.07. An employee that desires to be considered for vacancies covered under this Article that become available during the employee's vacation or leave of absence shall notify the Employer of his or her desire in writing before he or she leaves for vacation or leave of absence.

Section 16.08. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 17.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.
- B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are

eligible and qualified per minimum job requirements. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 17.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

Section 17.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 17.05. In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 17.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 17.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 18 **BARGAINING UNIT WORK**

Section 18.01. The Employer shall not contract out work traditionally performed by the bargaining unit or assign such work to supervisors, if the contracting out or assignment to supervisors results in the layoff of bargaining unit employees.

ARTICLE 19 **CALL-IN PAY**

Section 19.01. A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled work day until one (1) hour before the next regularly scheduled starting time.

Employee will receive two (2) hours call-in pay. Rate of time and one-half (1½) for hours worked (if in overtime status) during this time with straight time paid for balance of two (2) hour call-in time.

Employees who work in the Jail, shall receive minimum of four (4) hours' pay for such work performed of the Jail, in the same manner.

ARTICLE 20
PAY PERIODS & PAYCHECKS

Section 20.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 21
WASH-UP TIME

Section 21.01. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 22
BULLETIN BOARDS

Section 22.01. The Employer agrees to allow space on the bulletin boards.

Section 22.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work 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 non-political standing committees and independent non-political arms of the Union; and
- G. publications, rulings of policies of the Union.

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

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 23
HOURS OF WORK AND OVERTIME

Section 23.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 23.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one (1) hour, or one-half (½) hour depending on the nature of the operation. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 23.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Section 23.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

ARTICLE 24
LEAVES OF ABSENCE

Section 24.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 24.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of

working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 24.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 24.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 24.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 24.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 24.07. Jury and Witness Leave. An employee who is:

- A. called for jury duty;
- B. subpoenaed as a witness in a case in which he is not a party;
- C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County

shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit

with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 24.08. The Employer will comply with applicable provisions of the Family and Medical Leave act for employees in the bargaining unit, per the Commissioners' policies governing their employees.

ARTICLE 25 **SICK LEAVE**

Section 25.01. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 25.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 25.04. Uses of Sick Leave.

A. Sick leave may be requested for:

1. Illness, injury, or pregnancy-related condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time beyond any bereavement leave benefit, not to exceed five (5) consecutive days.
5. 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 employee or affected family member.
6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.

- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 25.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor's certificate shall be required.

Section 25.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 25.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 25.08. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.09. Physician's Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 25.10. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 25.11. Sick Leave Conversion.

- A. A County employee, with ten (10) years of service who retires in accordance with the provisions of PERS or any retirement plan offered by the state, shall be paid one-fourth (¼) of the value of his or her earned but unused leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.

- B. Such payment shall be based on the employee's hourly rate of pay at the time of retirement.
- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 ORC, or paid to the employee's estate.

ARTICLE 26
UNION LEAVE

Section 26.01. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 27
HOLIDAYS

Section 27.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
General Election Day	½ day per County policy
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-fifth day of December

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The policy in effect on May 8, 2013 for how holidays are paid shall continue.

Section 27.03. If a full time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

ARTICLE 28
VACATION

Section 28.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

After 1 year service	80 hours vacation (3.1 hours per pay period)
After 8 years' service.....	120 hours vacation (4.6 hours per pay period)
After 15 years' service.....	160 hours vacation (6.2 hours per pay period)
After 25 years' service.....	200 hours vacation (7.7 hours per pay period)

Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period.

Section 28.02. The Employer may require that vacations be pre-selected prior to the beginning of each calendar year. Otherwise, each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority.as any needed tiebreaker.

Section 28.03. All vacation scheduling is subject to prior approval of the Employer.

Section 28.04. No vacation leave shall be carried over for more than three (3) years.

Section 28.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the County.

Section 28.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 28.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

ARTICLE 29
INSURANCE

Section 29.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions,

premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 29.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 29.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

ARTICLE 30 **LIABILITY INSURANCE**

Section 30.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

ARTICLE 31 **WAGES**

Section 31.01. Effective the beginning of the pay period that includes March 1, 2016, the hourly rate for all bargaining unit employees shall be as outlined in Appendix A of this Agreement. That wages scale shall be increased as follows: The increase for the beginning of the pay period that includes March 1, 2016 is \$0.75 per hour. Effective the beginning of the pay period that includes March 1, 2017, the scale shall be increased \$0.50 per hour. Effective with the beginning of the pay period that includes March 1, 2018, the scale shall be increased \$0.50 per hour. Effective the beginning of the pay period that includes March 1, 2016, bargaining unit employees shall remain in the step held as of that date, and advance as provided in applicable provisions of Section 31.01 A – G.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step 1 of the pay range.
- C. A promoted employee will be assigned to the step in the new classification's pay range that provides an increase over his or her previous rate of pay.

- D. Upon satisfactory completion of a new hire probationary period, an employee will be assigned to the next higher step in the pay range (effective with the beginning of the pay period when he or she successfully completes probation). Upon successful completion of a promotional probationary period, the employee will remain at the same step until one year from the date of his or her promotion, when he or she will be advanced to the next step and that shall be his or her new anniversary date for step increases. The effective date for that increase shall be the beginning of the pay period that includes the completion of the one year following promotion.
- E. Effective the beginning of the pay period that includes March 1, 2013, bargaining unit employees that are employed on the date this Agreement is executed shall be placed in the step system as follows: (see Appendix A). (Historical only)
- F. An employee that is already above the pay scale for his or her classification as of March 1, 2016 shall receive a \$0.75 per hour wage increase at the beginning of the pay period that includes March 1, 2016 and a \$0.50 per hour increase at the beginning of the pay periods that include March 1, 2017, and March 1, 2018, unless and until he or she would have received a higher pay rate on the scale, at which time he or she will assume that pay rate and progress through the steps for his or her classification from there annually.
- G. Except as provided in subsection F of this Section 31.01, no employee shall be paid above the maximum rate for his or her classification or less than the minimum step for his or her classification.
- H. Employees that are laid off and displace into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights.

ARTICLE 32
SEVERABILITY CLAUSE

Section 32.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 32.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union’s replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 33.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 34
INCLEMENT WEATHER

- A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee’s normal day.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level 1 Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.
3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a “State of Emergency” which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

- B. During a countywide emergency, employees shall comply with the following:

1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee's scheduled number of work hours.)
 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor's direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

ARTICLE 35

DURATION OF AGREEMENT

Section 35.01. This Agreement shall be effective March 1, 2016 and shall remain in full force and effect until midnight, February 28, 2019.

Section 35.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

Section 35.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 34.01.

Section 35.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter

not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 35.05. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

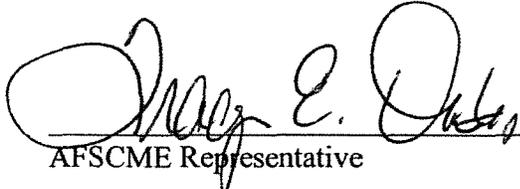
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 23RD day of MARCH, 2016.

FOR BELMONT COUNTY, OH BOARD
OF COMMISSIONERS:

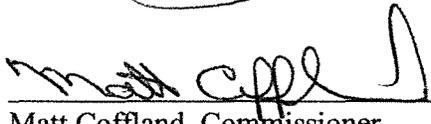
FOR AFSCME:



Ginny Favede, President



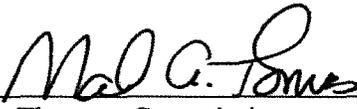
AFSCME Representative



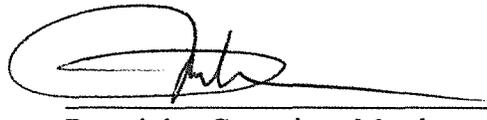
Matt Coffland, Commissioner



Bargaining Committee Member



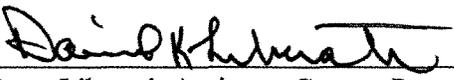
Mark A. Thomas, Commissioner



Bargaining Committee Member

APPROVED AS TO FORM:

Bargaining Committee Member



Dave Liberati, Assistant County Prosecutor

APPENDIX A

Pay Scale before Annual Increases:		
Classification:	Step No.	
Housekpg/Maint	1	9.23
	2	9.59
	3	9.96
	4	10.36
	5	10.76
	6	11.19
	7	11.63
Maint/Hskpg	1	9.60
	2	9.98
	3	10.37
	4	10.78
	5	11.20
	6	11.64
	7	12.10

Hourly rates effective beginning of pay period including:			
Step No.	March 1, 2016	March 1, 2017	March 1, 2018
HK/Maint	\$0.75 increase	\$0.50 increase	\$0.50 increase
1	9.98	10.48	10.98
2	10.34	10.84	11.34
3	10.71	11.21	11.71
4	11.11	11.61	12.11
5	11.51	12.01	12.51
6	11.94	12.44	12.94
7	12.38	12.88	13.38
Maint/HK			
1	10.35	10.85	11.35
2	10.73	11.23	11.73
3	11.12	11.62	12.12
4	11.53	12.03	12.53
5	11.95	12.45	12.95
6	12.39	12.89	13.39
7	12.85	13.35	13.85

MEMORANDUM OF UNDERSTANDING

Regarding Compensatory Time (“Comp Time”)

American Federation of State, County and Municipal Employees, Council 8 Belmont County Commissioners re Building and Grounds Department

This Memorandum of Understanding (“MOU”) was entered into as of the 1st day of September, 2014 between the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 702 (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties’ intent regarding the payment of overtime under the collective bargaining agreement between the Commissioners and the Union that took effect as of March 1, 2013 (the “CBA”). Therefore, if the Commissioners have paid overtime with comp time since March 1, 2013 in accordance with this MOU, the Commissioners need not revisit and undo the crediting of that comp time. The Commissioners and the Union agree to continue this MOU during the term of the successor March 1, 2016 – February 28, 2019 CBA.

Section 23.03 of the CBA says in part, “When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay.” Without any precedential effect on any other provisions of the CBA, the parties to this MOU agree that the quoted provision was not meant to foreclose the use of comp time as one method of paying overtime. Therefore, an employee that is in active pay status for more than forty (40) hours in a calendar week may elect to be paid for the overtime with extra money on payday or an equivalent amount of comp time.

So, for example, Monday 8 hours paid vacation, Tuesday 8 hours work, Wednesday 8 hours work, Thursday 14 hours work, and Friday 8 hours work = 46 hours in active pay status for the week. As compensation for the 6 hours of overtime, the employee may elect 9 hours of extra money on pay day or 9 hours of comp time. However, the employee may not claim 9 hours of comp time on Thursday to use that Friday, because the week is not over, and besides, on Thursday, the employee has only been in active pay status 38 hours. Nevertheless, if the employee requests, and the employer approves, 8 hours of vacation for that Friday, the employee could effectively achieve the same result. The employee would receive 8 hours off with pay on Friday (vacation, not comp time), and he or she will then have earned enough comp time to replace that used vacation day and still have 1 hour of comp time left over.