

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT  
RELATIONS BOARD  
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In the Matter Between:

**PORTAGE COUNTY SOLID WASTE  
MANAGEMENT DISTRICT**

And

**FREIGHT DRIVERS, DOCKWORKERS  
AND HELPERS UNION, LOCAL 24**

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**FACT-FINDING REPORT**

**01-MED-05-0559**

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**ARBITRATOR:** Thomas L. Hewitt  
**HEARING DATE:** October 5, 2001  
**REPORT ISSUED:** October 16, 2001

**APPEARANCES**

**FOR THE COMPANY**

James, Budzik, Attorney  
Charles Ramer, Coordinator\*  
Lynn Leslie, Human Resources Director\*  
Fred White, Operations Coordinator\*

**FOR THE UNION**

Susan D. Jansen, Attorney  
David M. Richards, Business Agent\*  
Bob Swigert, Material Processor\*  
Jon Repuk, Maintenance\*

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\*Witness

**01-MED-05-0559**

**Portage County Solid Waste Mgmt. District  
Freight Drivers, Dockworkers & Helpers Union Local 24**

A Collective Bargaining Agreement  
between  
The Portage County Commissions  
Portage County Motor Pool Department  
and  
Teamsters Local Union #436  
Effective January 1, 2000 – December  
31, 2002

A Collective Bargaining Agreement  
between  
The Portage County Commissioners  
Portage County Nursing Home  
and  
American Federation of State, County  
and  
Municipal Employees, Ohio Council 8,  
Local 3630

An Agreement  
between  
Portage County Sheriff's Department  
(The Portage County Commissioners)  
and  
Ohio Patrolmen's Benevolent  
Association  
Deputy Sheriffs, Sergeants and  
Lieutenants  
Term of Agreement through  
December 31, 2001

A Collective Bargaining Agreement  
between  
The Portage County Commissioners  
Portage County Dog Warden  
and  
Teamsters Local Union #436  
Effective January 1, 2000  
through December 31, 2002

An Agreement  
between  
Portage County Sheriff's Department  
(The Portage County Commissioners)  
and  
Ohio Patrolmen's Benevolent  
Association  
Dispatchers  
Term of Agreement through  
December 31, 2001

Agreement between  
The Portage County Department of  
Human Services  
and  
The American Federation of State,  
County and Municipal Employees,  
Local 1696  
And Ohio Council 8, AFL-CIO  
Effective December 1, 2000  
through June 30, 2003

An Agreement  
between  
Portage County Sheriff's Department  
(The Portage County Commissioners)  
and  
Ohio Patrolmen's Benevolent  
Association  
Corrections

A Collective Bargaining Agreement  
between  
The Portage County Commissioners  
Portage County Sanitary Engineer  
and  
Teamsters Local Union # 436  
Effective September 1, 1999 through  
August 31, 2002

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Freight Drivers, Dockworkers & Helpers Union Local 24**

Agreement between  
Portage County Engineer  
and  
Teamsters Local Union  
No. 436  
Effective November 12, 1998 through  
November 11, 2001

A Collective Bargaining Agreement  
between  
The Portage County Commissioners  
Portage County Building Department  
and  
Teamsters Local Union #436  
Effective January 1, 1999 through  
December 31, 2001

Collective Bargaining Agreement  
Between  
Portage County Board of Commissions  
Portage County Treasurer  
and  
Teamsters Local Union No. 436  
Effective January 1, 1998 through  
December 31, 2000

## **BACKGROUND**

The fact-finder was appointed by the State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14(c)(3) to hear Case Number 01-MED-05-0559 between Teamsters Local Union Number 24 and Portage County Solid Waste Management District.

This is the initial contract between the parties as the Union was certified in April 2001. The first contract proposals were submitted on April 23, 2001.

In an attempt to resolve the impasse in negotiations a fact finding hearing was held at the Portage County Solid Waste Management District offices located at 3588 Mogadore Road, Kent, Ohio on October 5, 2001. All witnesses were sworn and both parties had full and equal opportunities to make statements, present evidence, examine, and cross examine witnesses.

Mediation at the hearing resolved an attached list of side issues.

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The fact-finder takes into consideration all reliable information relevant to the submitted issues and makes recommendations based upon the following:

1. Past collectively bargained agreements, if any between parties;
2. Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Therefore, to that end the following are findings of fact.

## **FINDINGS**

### **Article 10 Seniority**

Section 1 Job classification seniority shall be defined as an employee's length of service while in the bargaining unit. The employee shall receive credit for all time spent on the Employer's payroll in that classification.

Section 2 Portage County Solid Waste Management District employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. County employment seniority would be applied for the purpose of accruing such benefits as vacation and accrued sick leave. 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 fourteen (14) consecutive working days;

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- E. fails to report to work when recalled from layoff within ten (10) consecutive working days from the date on which the County 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 3 The County will provide the Union with a list of all employees in the bargaining unit; listing name, job classification, date of hire, and the date of classification not less than twice per year but must provide the Union with an updated list whenever the County hires, layoffs, recalls employees from layoff or whenever an employee resigns or retires.

## **Article 12**

### **Lay-Off and Recall**

Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the County determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth below.

Employee(s) within the effected 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 effected classification are laid off first in the above respective order. "Departmental" shall be construed to mean the Solid Waste Management District.

Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in any equal or lesser classification with the exception of Mechanics may bump Truck Drivers.

Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in any other classification pursuant to the provisions of paragraph 3 above. Employees who displace (bump) must return to their original job when a vacancy arises.

In all cases where an employee is exercising the employee's seniority to displace (bump) another employee, the employee's right to displace (bump) is subject to the conditions that the employee is qualified for the position and able to perform the functions and duties of the position into which the employee is attempting to displace (bump). The employee who bumps shall be paid at the rate of the position to which the employee bumped.

At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

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Recalls shall be in the inverse order of lay-off. An employee must return to his former position from which he bumped. A laid-off employee shall retain the employee's right to recall for twenty-four (24) months from the date of the employee's lay-off. Notice of recall shall be sent to the employee's address listed on the County's records and shall be sent by certified mail, return receipt. 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 County.

Employees scheduled for lay-off shall be given a minimum of ten (10) working days advance notice of lay-off.

#### **Article 14**

##### **Hours of Work and Overtime**

This Article shall not be construed as a guarantee of hours of work per day or per week.

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 County will notify the Union in advance.

The eight (8) hour day shall include two (2) fifteen (15) minute breaktime periods. Breaks in a ten (10) hour day shall be as practiced.

All employees will be allowed a maximum of thirty (30) uninterrupted minutes for an unpaid lunch period which is to be taken at a time designated by the County, on or near the middle of the workday.

When an employee is required by the County to work 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 ½) times his regular rate of pay. The County retains the right to require reasonable overtime. Compensation shall not be paid more than once for the same hours under any provision of this Article of Agreement.

For the purpose of computing overtime, only holidays and vacation time shall be counted.

Any employee arriving late for work, except for extenuating or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness in minimum fifteen-minute increments. Any employee who establishes a pattern of tardiness abuse may be subject to disciplinary action.

**Article 15  
Vacations**

Section 1 Full-time employees shall be entitled to vacation with pay after one (1) year of continuous service with the County. The amount of vacation to which an employee is entitled is based upon his length of service with the County and shall include prior service credit before April 1, 2001 with Portage County and with the State or any political sub-division of the State and shall be credited according to the following schedule:

Length of Service	Annual Vacation
1 year	80 hours (3.1 hours per day)
8 years	120 hours (4.6 hours per day)
15 years	160 hours (6.2 hours per day)
25 years	200 hours (7.7 hours per day)

Section 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 County at the time. Employees will be permitted to accumulate unused vacation from year to year, as has been the practice with no limit. Vacation may be taken in not less than four (4) hour increments.

Section 3 Vacation leave is earned while on vacation or holidays.

Section 4 Vacation hours accrued shall not exceed three (3) years vacation allowance. When the maximum three (3) year vacation accrual is reached, the employee shall forfeit further vacation until the accrual is reduced.

Section 5 Vacation requests must be made at least forty-eight (48) hours in advance of the vacation, unless an emergency arises. Such requests shall not be unreasonably denied.

Section 6 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 7 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 written notice is given to the County.

Section 8 If any employee dies while in the employ of the County, 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.

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**Article 16**  
**Holidays**

Section 1 In accordance with the Ohio Revised code, all full-time employees will be granted the following paid holidays:

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

Section 2 If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

Section 3 All employees in the job classification covered by this contract shall receive one and one-half (1 ½) times their regular rate of pay for all hours actually worked on the day a holiday is observed in addition to their holiday pay.

Section 4 Employees must work or be on active pay status on the day before or the day after the holiday to receive compensation for said holiday.

**Article 17**  
**Union Leave**

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 seven (7) days prior to the date of such leave. No such leave shall exceed seven (7) days.

**Article 19**  
**Sick Leave**

Section 1 All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status and may accumulate sick leave to an unlimited amount. Active pay status is defined as hours worked, hours on vacation and holiday leave.

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Section 2 Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of the employee's immediate family or in cases of exposure to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others. For purposes of sick leave, immediate family shall include spouse, children, mother, father, grandparent, or grandchild and a person for whom the employee is legal guardian. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth, and medical, dental or optical examinations or treatment of an employee or a member of the immediate family.

Section 3 An employee may use sick leave when there is a death of a member of the immediate family (limited to five (5) days). This can be applied at the option of the employee and is in addition to the funeral benefit. For purposes of funeral leave, immediate family shall include spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents and a person for whom the employee is a legal guardian.

Section 4 An employee who is to be absent on sick leave shall make a reasonable attempt to notify the County of such absences and the reason therefore not less than ½ hour before the start of the employee's work shift each day the employee is to be absent, or as soon as possible in cases of extreme emergency.

Section 5 Sick leave may be used in segments of not less than one (1) hour unless otherwise approved by the County.

Section 6 When an employee is aware that he will be absent from work for two (2) consecutive days or more due to illness or injury, the employee shall notify his supervisor of the anticipated length of absence and will not be required to report off everyday. In the case of an extended sick leave, generally longer than a work week, the employee shall be required to submit a statement from his physician indicating the nature of the illness or injury and the probable date of return to work. If the physician is unable to anticipate the employee's probable date of return to work, such statement shall be provided by the physician on a monthly basis. If an employee has an extended illness, which requires the use of all his accumulated sick leave, he may use his accrued vacation to cover such absence at his discretion. When all such paid leave is exhausted, he may apply for unpaid leave of absence as provided elsewhere in this Agreement.

Section 7 A County employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his/her earned but unused sick leave credit. The maximum of such payment, however, shall be for thirty (30) days for 1 to 5 years of service; forty-five (45) days for 5 to 10 years of service; sixty (60) days for 10 to 15 years of service; and ninety (90) days for over 15 years of service. To qualify for such payment, the employee shall have had, prior to the date of voluntary withdrawal, five (5) or more years of service with the County, the State or any of its political subdivisions, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and

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shall eliminate all sick leave credit accrued by the employee. Eligible County employees, retiring from active service, shall request such payment in writing in order to initiate the payment process.

Section 8 Each full time employee of the County shall be allowed to use three (3) sick days per calendar year as personal days.

Section 9 Abuse of sick leave shall be a disciplinary matter.

**Article \_\_\_\_  
Funeral Leave**

An employee shall be granted time off with pay (to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of five (5) workdays for each death in the employee's immediate family, one of which must be the day of the funeral.

**Article \_\_\_\_  
Discipline**

Disciplinary action taken by the County shall only be for just cause. Discipline shall normally be applied in a corrective progressive manner, i.e., verbal warning, written warning, suspension, discharge. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

Discipline shall be applied by the County taking into account seniority, the nature of the violation, the employee's record of grievable past discipline, and the employee's record of performance and conduct.

Any non-probationary employee who is suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the County has knowledge of the conduct for which an employee is being disciplined. 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.

The County 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. A copy of the written notice will also be provided to the Union.

All suspensions shall be for a specific number of consecutive workdays and will be executed immediately unless mutually agreed otherwise by the County and the employee.

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Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters nine (9) months after their effective date for oral and written reprimands providing there is no intervening discipline during the nine (9) month period; and eighteen (18) months after their effective date for suspensions of one (1) or two (2) days providing there is no intervening discipline during the eighteen (18) month period; and twenty-four (24) months after their effective date for suspensions of three (3) or more days provided there is no intervening disciplinary action during the twenty-four (24) month period.

The County agrees that disciplinary actions against any bargaining unit employee shall be carried out in a private and businesslike manner.

**Article \_\_\_\_\_**  
**Insurance**

The County will provide hospitalization and major medical coverage under the current Portage County Health Benefit Plan.

- a. If an employee and spouse are both employed by Portage County, one shall be designated the employee and the other the dependent under the family plan.
- b. The County expressly reserves the right to change coverage or carriers so long as the new coverage is equal to or better than the existing coverage.
- c. In the event an employee's contribution for health insurance, which all County employees are required to contribute, the County retains the right to impose such an employee contribution on all individuals covered by this Collective Bargaining Agreement in an amount not to exceed that of Non-Union County employees.

**Article 30**  
**Wages**

As a result of a Countywide wage and salary evaluation performed by an outside consultant which determined job worth based upon the job description and wage and salary surveys the following classifications received an increase retroactive March 1, 2000.

Material Processor	\$ .13
Equipment Operator	\$ .69
Truck Driver	\$1.95

If this award is timely accepted back pay to April 30, 2001 is awarded under this contract based upon rate schedule below:

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<u>Position</u>	<u>Back Rate</u> <u>Pay</u>	<u>Rates of Pay</u>		
		<u>Effective</u> <u>Date</u> <u>2001*</u>	<u>Effective</u> <u>Date</u> <u>2002*</u>	<u>Effective</u> <u>Date</u> <u>2003*</u>
Material Processor	\$ 8.95	\$ 9.23	\$ 9.73	\$10.15
Line Captain	\$9.89	\$10.05	\$10.44	\$10.85
Equipment Operator	\$10.97	\$11.20	\$11.72	\$12.19
Maintenance Worker and Household Hazardous Waste Specialist	\$12.08	\$12.39	\$12.86	\$13.37
Truck Driver	\$13.10	\$13.33	\$13.80	\$14.35

\* Effective Date is established by the parties acceptance, see Duration.

Material Processors, Line Captains and Equipment Operators shall receive \$.50 per hour less than the top rate during probationary period.

Maintenance Workers and Household Hazardous Waste Specialists shall receive \$1.00 per hour less than the top rate during probationary period and shall receive \$.50 per hour less than the top rate during the next three (3) months.

Truck Drivers shall receive \$1.00 per hour less than the top rate during their probationary period and shall receive \$.50 per hour less than the top rate during the next three (3) months and \$.25 per hour less than the top rate during the next three (3) months.

**Article \_\_\_\_\_**  
**Uniforms**

The County shall provide uniforms to all employees who wish to wear such. Truck Drivers and Household Hazardous Waste Specialist employees shall be required to wear uniforms. Failure to wear uniforms as outlined by the County shall subject the employee to disciplinary action.

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### **Article 36**

#### **Vacancies and Job Postings**

When a job vacancy or vacancies occur within the bargaining unit and the County intends to fill the vacancy, the County will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of ten (10) working days. The announcement shall contain the job title of the vacancy, a brief job description including qualifications, the rate of pay, and the date of the posting and bid deadline date.

Any employee wishing to apply for the posted vacancy must submit an application in writing to the Coordinator's office by the end of the posting period in order to be considered for the position.

If two (2) or more applicants are equal in qualifications, experience, education and past performance (disciplinary record, attendance, etc.), seniority shall govern and the most senior qualified applicant will be awarded the vacancy.

The effective date of the filling of the vacancy shall be as soon as possible, but no later than twenty (20) days after the selection has been made. The County will notify all applicants and the Union President, or the Union President's designee of the selection.

Nothing in this Article shall be construed to limit or prevent the County from temporarily filling a vacant position from the bargaining unit for a ninety (90) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis. At the conclusion of this ninety (90) day period, the vacancy must be filled in accordance with Paragraph 3 above, or the position abolished.

An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. The employee will be considered to have qualified on the new job when the employee satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar job. If, during the probationary period or at the end of the probationary period, it is determined that the employee cannot satisfactorily perform the new job, the employee will be returned to the employee's previously held position at his prior rate of pay and with no loss of seniority.

If no applications are received or if the County determines that none of the applicants are qualified for the job, the County may fill the job by hiring a qualified new employee from outside the bargaining unit.

No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for the employee's existing position.

**Article 37**

**Subcontracting**

The County reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that performance by bargaining unit members is impractical or for rights emanated under Management Rights clause.

Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' workweek, or hourly rates of pay, or erosion of job classifications.

The County agrees to notify the Union in the event this Article is utilized.

Management personnel will not perform work normally performed by bargaining unit employees except for work that is performed by the current Maintenance Superintendent and Production Foreman. Due to the size of the bargaining unit, however, management personnel may fill in for bargaining unit employees when bargaining unit employees are off work due to schedule approved leave or unscheduled absences.

**Article 38**

**Out of Classification Work**

Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay the employee is regularly paid, shall receive the employee's regular rate of pay for all time worked in such position.

Any employee who is temporarily assigned to work in a job classification for four (4) hours or more and having a rate of pay higher than such employee's regular job classification, shall receive the higher rate for the day.

**Article \_\_\_**

**Plural**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

**Article \_\_\_**

**Legislative Approval**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

**Article \_\_\_\_\_  
Total Agreement**

This Agreement represents the entire Agreement between the County and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the County, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

**Article 34  
Duration**

This Agreement shall become effective upon approval of Portage County Solid Waste Management District and the Freight Drivers, Dockworkers and Helpers Local No. 24 and County Commissioners and shall remain in full force and effect until midnight three (3) years later (put in date when occurs) and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this agreement.

For the County

For the Union

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

\_\_\_\_\_  
\_\_\_\_\_  
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\* \* \* \* \*

**Miscellaneous**

The following issues were resolved at the hearing and are not to be included in the contract:

1. Article 14 – During very hot and very cold days when temperatures in the building are extreme, management shall make reasonable adjustments to breaktime as has been practiced.
2. If an equipment operator is utilized on a holiday when collections are run, it shall be a bargaining unit member.
3. Uniforms may be cotton or polyester and long or short sleeve as requested by the employee. Reasonable time for delivery conversion from one to the other is permitted.

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4. The equipment operator who is currently being paid in excess of contract rate shall be paid this differential in addition to the contract listed rates until he leaves that job or of his own violations. (RED CIRCLE)

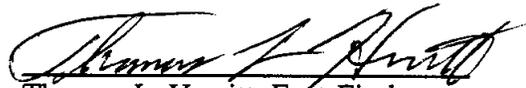
5. One employee who has stated he has a commercial driver's license and wishes to become a truck driver shall be provided that opportunity on October 9, 2001. Failing to accept resolves all outstanding complaints.

All State Employment Relations Board charges are to be withdrawn and are considered resolved in order to make a clean slate.

**LIST OF PREVIOUSLY RESOLVED ISSUES**

Preamble	Disciplinary Procedure
Purpose and Intent	Savings Clause
Non-Discrimination	Personnel Files
Union Representation	Health and Safety
Probationary Period	Training
Leave of Absence	Management Rights
Dues Deduction	Fair Share
No Strike / No Lockout	Waiver of Negotiations
Military Leave	Headings
Recognition	Bulletin Boards
Grievance and Arbitration Procedure	Jury Duty

All Articles and issues not addressed in this fact-finding report are considered resolved and if not addressed in this report are denied. There shall be no other changes, additions or modifications to this initial labor agreement. This report is all-inclusive.

  
Thomas L. Hewitt, Fact-Finder

Issued on the 16<sup>th</sup> day of October, 2001