



2012-2015 CBA Between GJMV Solid Waste Management District & UMWA Region II

08-27-12
11-MED-03-0455
3282-01
K28723

AGREEMENT BETWEEN

THE

**GALLIA JACKSON MEIGS VINTON
SOLID WASTE MANAGEMENT DISTRICT**

AND THE

UNITED MINE WORKERS OF AMERICAN REGION II

EFFECTIVE

August 1, 2012 THROUGH July 31, 2015

SERB Case No. 11-MED-03-0455

Final CBA Between GJMV Solid Waste Management District And UMWA Region II

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**ARTICLE 1
PREAMBLE AND RECOGNITION**

WHEREAS, it is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the County and the Union are injurious to the public and both parties, therefore, are aware that adequate means must be established for minimizing them and providing for their resolution. The County and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and by establishing procedures to provide for the protection of the rights of the County and its employees and to insure to the public orderly and uninterrupted services.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1

Gallia, Jackson, Meigs and Vinton Solid Waste District hereinafter referred to as the “Employer” or “Agency” hereby recognizes the United Mine Workers of America hereinafter referred to as “Union”, as the exclusive representative for purposes of collective bargaining with respect to wages, hour and other terms and conditions of employment for the bargaining unit as certified by SERB in case # 2010-REP-09-0163. The bargaining unit is as follows:

Inclusions All full-time and part-time employees of the District engaged in the handling, pick-up, and processing of recyclable materials.

Exclusions Executive Director, Treasurer, and all other supervisors, managers, office clericals, and seasonal/intermittent employees, *if any*.

SECTION 2

In the event a new position is created within the office, the Employer shall notify the Union of its intent to create a new position and the Union may request a meeting to discuss the eligibility for inclusion in the collective bargaining unit and the wage rate.

**ARTICLE 2
CONTRACT CONSTRUCTION**

SECTION 1

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced in writing, dated and signed by the parties to this Agreement.

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SECTION 2

This Agreement shall be binding upon the parties hereto, and their successors and assigns of each.

SECTION 3

This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not affect the validity of the surviving provisions.

SECTION 4

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Specifically, it is the intent of the parties that this Agreement shall superseded Ohio Civil Service Law. Where this Agreement is otherwise silent, the provision of applicable law shall prevail.

SECTION 5

This Agreement is meant to conform to and should be interpreted in conformance with the constitution of the United States, the constitution of the state of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act and Military Leave. Should any provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, such invalidation of such part of the provision shall not invalidate the remaining portions hereof and all other provisions of this Agreement shall remain in full force and effect.

In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision(s) to comply with the applicable law.

SECTION 6

Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 3
NO STRIKE-NO LOCKOUT**

SECTION 1

Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the customers of the Solid Waste District.

SECTION 2

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the sole and complete right to discipline, including the right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

SECTION 3

The Employer shall not engage in a lockout of its Employees during the life of this Agreement.

**ARTICLE 4
NON-DISCRIMINATION**

SECTION 1

No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, military status, employee organization, political affiliation, age, handicap, or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable Federal, State, and local laws, and executive orders regarding these matters.

SECTION 2

It is agreed that neither a member nor the Union shall utilize the grievance or arbitration procedures of this Agreement in those situations where the member has other remedies available through an administrative agency to address the claimed discrimination. In the event of a deferral by any Agency to the Grievance process the parties agree that the issue can be adjusted through the grievance process.

**ARTICLE 5
UNION LITERATURE**

SECTION 1

The Union shall have the right to distribute union literature on the premises of the Employer after work hours, provided it does not interfere with the operational requirements of the Agency.

The President, International Field Representative, or designee of the local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

SECTION 2

The Employer shall furnish a one bulletin board for use by the Union to be placed at a mutually agreed-upon location for the posting of Union literature. It is further understood that at no time shall Employer equipment or supplies be used to assemble, copy, develop, or create Union literature. The Union shall be responsible for its own expenses and supplies for purposes of Union literature.

SECTION 3

The Union agrees that all literature shall be limited to the following:

- A. Union social and recreational affairs.
- B. Notice of Union meetings.
- C. Notice of Union elections and appointments.
- D. Results of Union elections.
- E. Reports of any nonpolitical standing committees of the Union.
- F. Union newsletters and informational leaflets.
- G. Nonpolitical publications, rulings, or policies of the Union.

All other literature not covered in A through G above must receive prior approval of the Employer or his/her designee.

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It is understood that no material posted shall contain anything libelous, scandalous, scurrilous, or political. In addition, no material will be posted which contains attacks upon any employee or official of the Employer or of a participating county.

The Employer reserves the right to prohibit the distribution or posting of any material which violates Section 3 of this Article.

ARTICLE 6 LABOR-MANAGEMENT MEETINGS

SECTION 1

In the interests of sound labor/management relations, the efficient operation of the Employer, and quality public service, representatives of the Employer and the Union shall meet, upon request of either party, to discuss matters addressed in Section 2 herein.

SECTION 2

An agenda will be furnished and/or exchanged at least five (5) days in advance of the scheduled meeting with a list of the topics to be discussed. The Union and the Employer shall also supply the name of one (1) representative who will be attending. Union employee representative shall not suffer any loss of pay during attendance at such meetings scheduled during their normal working hours. The purposes of such meetings shall be to:

1. Discuss the administration of this agreement;
2. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to;
3. Discuss ways to improve efficiency;
4. Discuss health and safety matters relating to the employees;
5. Discuss proposed and current policies and procedures;
6. Discuss or disseminate any other information of interest to the parties.

SECTION 3

Either party may request a special meeting by submitting a request in writing to the other party indicating the issue(s) to be discussed.

SECTION 4

Once a request for a special meeting is received, said request may be reasonably denied in writing, within five (5) working days, by the receiving party.

**ARTICLE 7
PERSONNEL FILE**

SECTION 1

There may be only one (1) personnel file maintained by the Employer:

- A. Every employee shall be allowed to review his/her personnel file at any reasonable time upon written request. An employee may also authorize his/her attorney or representative of the Union to review said employee's personnel file upon written request. Such request shall be made to the Employer or his/her designee and review of the file shall be made in the presence of the Employer or his/her designee.

Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as provided by law.

- B. Any employee may copy documents in his file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.
- C. If, upon examining his/her personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the employee's contentions, the faulty document or inaccuracy will be removed or corrected. If the Employer disagrees with the employee's contention, the employee may place a memorandum in his personnel file explaining his disagreement.
- D. Any employee's signature on a document shall mean he/she has seen the document and not that he/she agrees with its content unless it is so stated on the document.
- E. Record of written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months for bargaining unit employees from the date of issuance providing there are no intervening disciplinary actions of the same type during that time period.
- F. The parties hereby agree that this article shall be applied in compliance with O.R.C. 149.43, the Ohio Public Records Law.
- G. A copy of all records dealing with discipline matters will be given to the employee and local Union steward before it is placed in his/her personnel file, and the employee given an opportunity to grieve the discipline, through the grievance procedure.

**ARTICLE 8
MANAGEMENT RIGHTS**

SECTION 1

Except to the extent modified by an express written provision contained in this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage its operations. The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the express terms of this Agreement.

SECTION 2

The Employer's exclusive management rights are all of those expressly set forth in Ohio Revised Code Section 4117.08(C) as of the date of this Agreement and as that Section of the Code may be amended or modified after the effective date of this Agreement. The Employer's rights include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, work standards, standards of services, quality and quantity of work, 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, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve efficiency and effectiveness;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office;

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- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer;
- J. The right to select and determine the number and types of employees required to be employed or laid off;
- K. The right to establish starting and quitting times, work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce all employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
- Q. Selecting and locating buildings and facilities;
- R. Transfer, merging, consolidation, elimination or subcontracting of work or facilities

SECTION 3

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 9 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

SECTION 1

Discipline is defined as an action taken by the Employer against an employee for violation of this agreement and/or violation of the rules, policies and regulations of the Employer. No employee shall be, suspended, discharged, or removed except for just cause.

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SECTION 2

Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- A. Verbal warning
- B. Written reprimand
- C. Suspension
- D. Termination
- E. Other Mutually Agreed Discipline

The level of discipline shall be commensurate with the infraction, previous discipline, up to and including removal. It is understood that the level of discipline provided for an initial infraction may include up to termination/removal depending upon the type of infraction and other relevant factors. The Employer may place an employee on an unpaid administrative leave of up to five (5) days while investigating a disciplinary matter of a non-criminal nature. If an investigation of a non-criminal disciplinary matter takes longer than five (5) days, the Employer may place the employee on paid administrative leave for the remainder of the investigation. For any disciplinary investigations involving an issue of a criminal nature, the Employer may place the employee on administrative leave as provided in the Ohio Revised Code.

SECTION 3

In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Executive Director, or designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible for notifying the steward or union official. When the nature of the offense is such that immediate disciplinary action is required, the Employer may, at its discretion, place an employee on administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

SECTION 4

The Employer and Union agree that all disciplinary procedures will be carried out in private and in a business-like manner.

SECTION 5

Verbal warnings that are noted in the employee's file, and written reprimands, are subject to appeal under the Grievance Procedure through Step 1 only. Grievances of discipline consisting of termination or suspensions of three (3) days or more may be appealed under the Grievance Procedure to arbitration. Employees shall not be permitted to appeal disciplinary actions to the State Personnel Board of Review ("SPBR"). Additionally, employees removed during their probationary period shall not be permitted to grieve or appeal such removal to arbitration.

ARTICLE 10
GRIEVANCE PROCEDURE

SECTION 1

A grievance shall be defined as an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Agreement, nor those matters not covered by this Agreement.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement. Those matters described under Section 2 are excluded from the grievance procedure.

SECTION 2

If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Bureau of Unemployment Compensation, E.E.O.C., or Ohio Civil Rights Commission), such matter shall not be appealable through the grievance procedure.

SECTION 3

A grievance can be initiated by the Union or any aggrieved bargaining unit member.

SECTION 4

The Union may designate not more than one (1) grievance representative and one alternate per shift. The Union shall notify the Employer in writing of the names of grievance representative and alternate within thirty (30) days of their appointment.

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The authorized functions of the grievance representative, and a named alternate who shall serve as grievance representative in the absence or unavailability of the original representative shall include the following:

- A. Representing the employee in investigating and processing grievance.
- B. General supervision and coordination of grievances in process on behalf of the Union and of the grievance representative.
- C. Acting as liaison between the Employer's representatives and the Union on matters concerning grievances and this Agreement.

The grievance representative shall be released from his/her normal duties, upon approval of his/her supervisor, to participate in the aforementioned duties without loss of pay or benefits, only when such duties can only be performed during his/her normal work hours. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

The grievance representative shall notify his/her supervisor in advance of such duties.

SECTION 5

The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All written grievances shall include: the name and position of the grievant, the identity of the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant. All grievances shall be placed on a proper grievance form supplied by the UMWA.
- B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the grievance procedure.
- C. If a grievance affects a group of employees working in different assignments with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2, with all employees identified and bound by the outcome.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.
- E. A grievant may, at his/her discretion, be accompanied at all steps of the grievance procedure by a representative of the Union, however, Grievant shall notify the Employer

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and Union of a grievance filed when they do not desire to be accompanied by a Union representative.

- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

SECTION 6

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate management's decision on a grievance within the specified time limits shall be construed as a denial of the grievance by management within the timelines prescribed herein and cause the grievance to automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

SECTION 7

The steps of the grievance process are as follows:

A. INFORMAL PROCEDURE

An employee having an individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or within ten (10) calendar days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.

At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) calendar days of the submission of the grievance at this step, he/she may pursue the formal steps which follow. Before a grievance and proposed solution are placed in writing pursuant to Step 1, such grievance shall be screened by the grievance representative or appropriate alternate, if the employee intends to use Union representation in the procedure.

B. FORMAL PROCEDURE Step 1

Director or his/her designee

1. Should the employee not be satisfied with the informal answer, within ten (10) calendar days thereafter, he/she may appeal the grievance to Step 1 by delivering a copy of the written grievance form containing the information set forth in Section 5A of this Article along with any pertinent documents to the Director or designee office of the Employer. The Employer Director or his/her designee shall date the form, accurately showing the date his/her office received the form.
2. Within ten (10) calendar days of his/her receipt of the grievance form, the Director, or his/her designee, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievance representative and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Employer and the employee may bring any appropriate witnesses.
3. In the meeting called for at this step, the Director, or his/her designee for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.
4. Within ten (10) calendar days of the meeting in this step, the Director shall submit to the grievance representative and the employee his/her written response to the grievance.

Step 2- Arbitration

If the grievant is not satisfied with the disposition of the grievances through Step 1, the Union may request a hearing before an arbitrator. The request for arbitration shall be made within twenty-one (21) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within twenty-one (21) calendar days of the request for arbitration, the parties will select an arbitrator by mutual agreement. In the absence of the selection of a mutually agreed arbitrator, the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and, within twenty-one (21) calendar days of receipt of the list, will choose one (1) by the alternate striking method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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The arbitrator shall confine him/herself solely to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator and the cost of the hearing room if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

SECTION 8

In general:

- A. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure on his/her own. However, only the Union may seek to arbitrate a grievance.
- B. An agreement between any employee and management that occurs when an employee participates in the grievance without the Union shall not be binding upon the Union.
- C. Any employee may withdraw an individual a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any step to lapse without further appeal.
- D. No employee may be represented in this grievance procedure by any Union organization other than the United Mine Workers of America, AFL-CIO, CLC.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.
- F. The forms for processing grievances shall be made available through the Employer and the Union.

**ARTICLE 11
HEALTH AND SAFETY**

The Employer and the Union shall co-operate in the objective of eliminating accidents and health hazards. With this understanding, the Employer will make reasonable provisions for the safety and health of its Employees at the facilities during their hours of work. The Employees will abide by Employer's safety rules and jointly with the Employer shall look out for the welfare of all Employees, visitors, truckers, etc. while on the Employer's property.

There shall be a Health and Safety Representative selected by the Union.

The Director or, in her absence, her designee, will meet with the Health and Safety Representative at a designated time each month for the purpose of reviewing and discussing ways to prevent accidents and to resolve any potential safety problems at the facilities. During these meetings, all accidents or near misses, any accident investigations, inspections results, etc, will be reviewed with the sole purpose of find ways to eliminate or reduce accidents or hazards.

**ARTICLE 12
LAYOFFS**

SECTION 1

When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the UMWA agrees to discuss the impact of any layoff of bargaining unit employees with representatives of the UMWA.

SECTION 2

The Employer shall determine in which work divisions and assignments layoffs or job abolishment will occur. Employees will be laid off within that division and assignment beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All temporary, intermittent, probationary, and permanent part-time employees, within the division and assignment designated for lay off, will be laid off before full-time bargaining unit members.

SECTION 3

Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt by personal service or certified mail delivery in which to exercise his right to bump the least senior employee within the bargaining unit, provided the person who wishes to bump possesses the skill, ability and qualifications to perform the work of the assignment as determined by the Employer. Any employee who chooses not to bump, or who does not possess sufficient skill, ability or qualifications to bump another employee shall be laid off and placed on

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a recall list. An employee may only exercise bumping rights once during any layoff affecting a position. An employee who bumps pursuant to this article shall be paid at the rate of the assignment he bumps into.

SECTION 4

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees on a recall list shall be responsible for notifying the Employer at the time of layoff, and for keeping current the address to which a recall notice, if any, shall be sent. If there is a recall, employees shall be recalled, in the inverse order of their layoff, to the same assignment from which they were laid off, provided they are presently qualified to perform the work of the job assignment to which they are recalled.

SECTION 5

In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of the mailing by certified mail of the recall notice to notify the Employer of his 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 later date for returning to work is otherwise specified in the notice.

SECTION 6

Full-time bargaining unit employees shall be given the first right of recall to bargaining unit positions, in inverse order of their layoff, followed by permanent part-time employees, in inverse order of layoff. If a full-time employee is offered recall to a full-time position and refuses, they shall be removed from the recall list. If a part-time permanent employee refuses any recall, they shall be removed from the recall list. If any bargaining unit employee accepts a recall but fails to report, they shall be removed from the recall list.

ARTICLE 13 VACANCIES AND POSTINGS

SECTION 1

The Employer shall be required when a vacant position exists , or in the event of a creation of a new job, to post notice for a period of five (5) calendar days. The notice shall be posted in the appropriate location within the office and/or normal work location and shall contain the following information:

1. Title of position.
2. Normal schedule of hours to be worked.
3. Rate of pay.

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4. Qualifications.
5. Date of posting.
6. Closing date of posting.

Employee who wishes to be considered for the posted position must sign the posting, there will be no requirement on the employer to consider bids made after the closing date of the posting period.

SECTION 2

If an Employee bids for a posted position in accordance with Section 1, the Employee will be awarded such position based on qualification and seniority. If two or more applicants have equal qualifications, seniority shall govern in filling the vacancy.

If the vacancy or new job is not filled with an active Employee bidding then the Employer may fill the job by recalling an Employee from lay off, in the event that no Employees are on the layoff panel then the Employer may hire a new Employee if the job is to still be filled.

SECTION 3

The employer will post the names of the successful bidder within twenty (20) calendar days of the bidding period. In the event that the job had no bidders, then the Employer may hire a new employee outside the bargaining unit.

ARTICLE 14 SENIORITY

SECTION 1

For purposes of this Agreement, the term "Seniority" shall mean a preferred position for specific purposes outlined within this Agreement which one Employee within the department or unit may have over another Employee within the unit because of greater length of continuous service within the bargaining unit.

SECTION 2

Seniority shall be computed from the date of hire on the basis of uninterrupted length of service, as outlined in Section 4 of this Article.

SECTION 3

A seniority list shall be prepared at the request of the Union Steward, but said request shall not occur more than once per year. The list shall indicate the date of last hire in the bargaining Unit.

SECTION 4

The following will be considered breaks in continuous service of an Employee:

1. Quits.
2. Is terminated for just cause.
3. Refused recall after layoff, as outlined under layoff procedures.
4. Is promoted to supervisor for more than sixty (60) days cumulative during the term of the contract.

Ties in Seniority shall be broken by placing the names of Employees in question a container and having the Employees present during the drawing. When more than two (2) Employees are in question, the order that the names are drawn will determine the order of Seniority.

**ARTICLE 15
PAYDAY AND DEDUCTIONS**

The workweek begins 12:01 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Employees are paid biweekly on Fridays. If a holiday falls on a payday, the paychecks will be issued on the preceding Thursday.

A written authorization and signed by the employee must be given to the treasurer before issuance of a paycheck to any person other than the employee. Such statement must explicitly authorize a specific person to pick up employee's paycheck. The authorized person must be able to produce identification at the time he or she arrives to pick up the paycheck.

Certain deductions are made from an employee's paycheck as required by law, in accordance with the employee benefit plans or as requested by the employee.

**ARTICLE 16
WITNESS LEAVE / JURY DUTY**

SECTION 1

Full-time employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law or when he/she is summoned to appear as a witness before a Court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his/her capacity as an employee of the Employer.

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SECTION 2

All fees received from the Court, committee, etc., shall be provided to the Employer for appropriate deposit.

SECTION 3

Employees are to notify their Supervisor as soon as practicable of jury duty in order for arrangements to be made.

SECTION 4

If the appearance is during the employee's scheduled shift, the employee may be required to work the remainder of his/her shift, if practicable.

**ARTICLE 17
VACATION**

SECTION 1

Vacation is an earned leave of absence with pay for employees after service of one (1) year with the Employer. One year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

Vacation shall be earned and will be due upon the attainment of the first year of employment, and annually thereafter, in accordance with the following schedule.

Years of Completed Service	Annual Leave Permitted	Amount Credited Per Bi-Weekly Pay
Less than 1 year	0	
1 through 8 years	10 days (80 hours)	3.1 hours
9 through 15 years	15 days (120 hours)	4.6 hours
16 through 25 years	20 days (160 hours)	6.2 hours
26 or more years	25 days (200 hours)	7.7 hours

All vacation pay in accordance with the above schedule shall be paid at the employees' regular rate of pay. Vacation accrues only during regularly scheduled work hours, not overtime hours. Vacation for part-time employees shall be prorated based upon their regularly scheduled hours of work.

SECTION 2

Vacation leave should be taken by the employee during the year in which it accrued. However, no vacation leave shall be carried over for more than two (2) years. No additional vacation credits will accrue to an employee who has accumulated two (2) years of unused vacation. Accrual will resume once vacation days are used

SECTION 3

To schedule vacation, a bargaining unit employee shall submit a vacation leave request in writing to the Executive Director or designee for approval. The Employer shall not unreasonably deny vacation request.

When two or more employees request the same vacation day at the same time, the most senior employee shall be granted the vacation day. All other leave requests will be granted in the order received. Once an employee has already been approved for a vacation, he or she may not be subsequently displaced by a more senior employee.

Vacation leave may be denied by the Employer based upon operational, staffing and workload needs. Whether more than one employee may schedule vacation during the same time frame shall be determined in the Employer's sole discretion.

SECTION 4

Vacation time may be used in one hour increments.

SECTION 5

Part-time employees may, at the employer's option, take vacation leave in the amount of their normally scheduled work day (i.e. four hours) or they may choose to be paid for an additional amount not to exceed eight hours a work day.

**ARTICLE 18
HOLIDAYS**

SECTION 1

All full-time employees will be paid holiday pay for the following holidays:

New Year's Day
Columbus Day
Martin Luther King Jr. Day
Good Friday
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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SECTION 2

In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that any of the aforesaid holidays shall fall on a Saturday, the Friday immediately preceding shall be observed as the holiday.

SECTION 3

If a full-time employee is required to work on a holiday, the full-time employee shall receive one and one-half (1-1/2) times his or her regular rate of pay for each hour worked in addition to their holiday pay for a total of two and one half (2-1/2) times their daily rate of pay for the holiday worked.

SECTION 4

Part-time employees are not eligible for holiday pay.

**ARTICLE 19
SICK LEAVE**

SECTION 1

Each employee shall accrue compensable sick leave at the rate of four and six tenth (4.6) hours for each eighty (80) hours of service. Employees will be paid at their regularly hourly rate for sick leave.

SECTION 2

Employees may use sick leave, upon the approval of the Employer or designee, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, examination of the employee or immediate family member, including medical, psychological, dental, or optical examination by an appropriate practitioner, and due to illness, injury, or death in the employee's immediate family.

“Immediate family member” is defined for this Article as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

Unused sick leave shall be accumulated without limit, and shall be transferred when an employee transfers to another public employer as permitted by Ohio law.

SECTION 3

Sick leave may be used in 30-minute increments.

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SECTION 4

Employees may be required to obtain and present a doctor's certificate to the Executive Director, or designee, explaining the reasons for sick leave usage and/or a restriction pertaining to their normal duties upon the occurrence of the following:

1. Three (3) consecutive days missed due to illness; or
2. A suspicion of abuse of sick leave by the Employer or designee.

Employees presenting a doctor's certificate of restriction of normal duties must likewise present a doctor's release to resume normal duties.

SECTION 5

An employee has several duties and responsibilities to perform if he/she is to receive paid sick leave. These duties and responsibilities include, but are not limited to, the following:

- A. To call in to the person or place designated by the Employer no later than one hour prior to the start of the scheduled work time, stating:
 1. Reason for absence;
 2. Expected period of absence.
- B. To present the employee's supervisor with whatever documentation of sick leave required by Employer.

SECTION 6

Falsification of either a written signed statement or physician's certificate will be grounds for disciplinary action, including dismissal.

SECTION 7

Sick leave shall not accrue to a bargaining unit employee upon or after his/her retirement or termination of employment.

Upon retirement (providing the employee has ten (10) years of service or more) the employee will receive thirty percent (30%) of the employee's accumulated sick leave or thirty-five (35) days of sick leave, premised on the employee's regularly scheduled hours, whichever is less. This benefit can be used only one time per employee.

SECTION 8

Bargaining unit employees may voluntarily donate sick leave days to a fellow bargaining unit employee who has exhausted all sick leave and other paid leave benefits due to injury or illness of the employee or employee's immediate family member. Employees may use donated sick leave up to the number of hours the employee is regularly scheduled to work each pay period.

To be eligible to receive donated sick time, the following conditions must be met:

- A. the employee's absence must result from illness or injury to the employee;
- B. the employee must have exhausted all paid sick, vacation, and other available paid leave benefits;
- C. the employee must have applied for other paid leave benefits, including workers compensation, for which the employee may be eligible.

Sick leave shall be donated in 8 hour increments and without consideration of differences in rate of pay up to a maximum of sixty (60) days. Employees donating sick leave must retain a minimum of 10 sick leave days for their own use after said donation.

Donated sick leave under this Section shall not qualify for sick leave conversion upon separation or retirement under Section 7 of this Article.

The decision to donate sick leave to another shall be free and voluntary.

**ARTICLE 20
UNION LEAVE**

SECTION 1

The Employer shall provide leaves of absence without pay to a total of one (1) bargaining unit employee for any given work day, for purposes of Union leave. Employees who have an official request for leave of absence shall be granted leave to participate in union activities and to serve as district or international officers or representatives and shall retain their seniority while on-such leave. Employees who have an official request for leave of absence shall be granted leave to accept a temporary union assignment, not to exceed two (2) consecutive months, and upon the expiration of such leave shall be entitled to return to their former jobs and shifts.

SECTION 2

Application for the use of such leave shall be made in writing fourteen (14) days in advance unless good cause is shown for failure to do so. The request may come from the International or local Union if the leave is for Union business.

**ARTICLE 21
MILITARY LEAVE**

SECTION 1

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military services or field training or active duty for periods of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is two hundred and forty-eight (248) hours. The employee is required to submit, in advance, to the employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The Employer pay shall only be for the difference between military and regular employee pay.

SECTION 2

The Employer agrees to comply with the requirements of the Federal Law of USERRA (The Uniformed Services Employment and Reemployment Rights Act) as applicable.

**ARTICLE 22
SAFETY AND IMMUNIZATIONS**

SECTION 1 - IMMUNIZATIONS

The employer shall provide for all employees to receive Hepatitis B immunizations and tetanus shots, to provide protection of employee's health and well-being. These immunizations will be at no cost to the employees.

SECTION 2 - SAFETY EQUIPMENT

The employer shall provide safety glasses, ear protection, gloves, or any other equipment that is required by the Employer. Management will furnish said equipment to the employees at no cost.

SECTION 3 - CLOTHING ALLOWANCE

Employees, upon presentment of receipts to the Employer, are entitled to a clothing allowance each year not to exceed a total of \$300.00.

ARTICLE 23
HOURS OF WORK/OVERTIME

SECTION 1 - WORK WEEK

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

The regular work week is Monday thru Friday. In the event an Employee is required to work on a weekend (Saturday or Sunday), they shall be paid at time and one-half (1½) for all hours worked on the weekend regardless of whether the Employee has exceeded forty-hours in the work week.

SECTION 2 - OVERTIME

It is understood and agreed that the Employer shall be the sole judge as to the necessity for overtime. However, bargaining unit members shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours in any work week. Overtime hours shall not be pyramided.

SECTION 3 - LUNCH PERIOD

All employees who are required to work more than four (4) hours in a given day shall be provided with a paid, uninterrupted lunch break of 30 minutes to be taken at the discretion of the Employer.

ARTICLE 24
EMPLOYEE CLASSIFICATIONS

SECTION 1 - EMPLOYMENT STATUS

A “regular full-time employee” is defined as an employee who is regularly scheduled to work thirty-two (32) hours or more in a work week.

A “part-time employee” is defined as an employee who is regularly scheduled to work at least fifteen (15) but less than thirty-two (32) hours in a work week.

SECTION 2 - REVIEW PERIOD

Employment status shall be reviewed every six (6) months. Employees who have worked 832 hours or more in the previous 6-month period shall be reclassified as a “regular full-time employee” at the beginning of the next 6-month period. The hours worked during an employee’s initial probationary period shall be excluded from the 6-month review period.

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SECTION 3 - TEMPORARY, SEASONAL, INTERMITTENT

Temporary, seasonal and intermittent employees are those employees who work in positions not considered permanent. These employees may be used to fill a short-term need without incurring a permanent employment obligation. Temporary employment may not exceed a cumulative of 90 days in a rolling 180-day time frame unless the Employer and Union agree otherwise.

SECTION 4 - PROBATIONARY PERIOD

Probationary employees are those bargaining unit employees who have not completed the established probationary period of one-hundred and twenty (120) days. Management, in its sole discretion, will determine whether a probationary employee is retained beyond their initial 120-day probationary period.

SECTION 5 - UTILIZATION OF LEAVE

An employee shall not have his or her classification affected by utilization of approved paid or unpaid leave.

ARTICLE 25 SUCESSORSHIP

SECTION 1

Employer promises that if its operations covered by this Agreement are sold, conveyed, or otherwise transferred or assigned to any successor, the Employer will at the time of the sale, transfer or the conveyance communicate such with the Union. Immediately upon the conclusion of such sale, conveyance, assignment or transfer of its operation, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the District 17 Vice-President at the last known address on file with the Employer and shall be accompanied by the name of the Company or Corporation that has purchased said entity along with their mailing address, phone number and name of person or persons they might contact.

SECTION 2

Nothing in this Article or Agreement shall bind or otherwise require a successor to recognize the Union or Bargaining Unit.

ARTICLE 26 CONTRACTING/OUTSOURCING OF BARGAINING UNIT WORK

SECTION 1

The parties agree that contracting, sub-contracting, and/or outsourcing of Bargaining Unit work will not be done until the following conditions are complied with:

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- The Employer will meet with the Union before entering into any contract which contracts out bargaining unit work that the Employees of the Bargaining Unit customarily perform.
- The purpose of this meeting is to go over the projected plans with the Union and explain the Employer's good faith belief as to why the work is being considered for contracting out.
- The Union will be given all necessary, non-privileged, information requested in order to establish the Employer's reasons for contracting out the work.
- The Employer will consider any suggestions that the Union may have for the preservation of the jobs to the Employees, including but not limited to, any ideas that the Union may have to avoid the contracting out of work.
- If a solution to the contracting out can be worked out with the parties, then both sides will make a good faith effort to see that the solution will work.
- In the event the Employer believes that the action of contracting must occur, then the parties will meet and discuss the effects of the Employer's actions

ARTICLE 27 WAGES

The base rate for all bargaining unit employees shall be \$10.00 per hour.

Upon ratification of this agreement, bargaining unit employees shall receive the following wage increases during the three-year contract term:

First year, effective upon ratification, 2% wage increase.

Second year, effective July 1, 2013, 1% wage increase.

Third year, effective July 1, 2014, 2% wage increase.

ARTICLE 28 INSURANCE

SECTION 1 - TERMS

Regular full-time bargaining unit employees shall be entitled to the group medical insurance coverage and life insurance as is offered to non-bargaining unit employees.

It is agreed and understood that the schedule of benefits for employees shall be as set forth in such health plan or plans offered, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that

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during the term of this Agreement, individual carriers/providers may, through no fault of the Employer, Union, or employees, cease coverage.

Additionally, during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider. Furthermore, modifications to co-payments and/or deductibles shall not be deemed a modification of coverage.

The Union recognizes the right of the Employer to secure alternate insurance carriers and/or modify coverage. The Employer may modify the terms of coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

SECTION 2 - PREMIUMS

Employees in the bargaining unit are required to contribute through payroll deduction to the premium costs for the insurance plan or plans provided. It is understood that employees shall, in the first year of this Agreement, contribute 8% of the monthly premium amounts as their share of health insurance premiums. During the second year of this Agreement, employees shall contribute 9% of the monthly premium amounts as their share of health insurance premiums. During the third year of this Agreement, employees shall contribute 10% of the monthly premium amounts as their share of health insurance premiums.

SECTION 3 - ELIGIBILITY

Employees in the bargaining unit shall be eligible for health insurance coverage after completion of any waiting period established by the health insurance plan.

Any employee who has a spouse who is eligible for and/or who has coverage under a plan provided by the spouse's employer shall not be eligible for dual coverage under any plan offered by the Employer.

ARTICLE 29 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER

SECTION 1

The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect for three years thereafter.

SECTION 2

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

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SECTION 3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

SECTION 4

Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of AUGUST, 2012.

UNITED MINE WORKERS OF AMERICAN
REGION II:

Ken Holbrook

Phillip R. Camden

GALLIA JACKSON MEIGS VINTON
SOLID WASTE MANAGEMENT
DISTRICT:

[Signature]

Eric B. Marchi

Linda Salmon