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**CONTRACT BY**  
**AND BETWEEN THE**  
**WOOD COUNTY LANDFILL/**  
**WOOD COUNTY COMMISSIONERS**

**AND**

**LOCAL #1099, OHIO COUNCIL #8**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES, AFL-CIO**

**TERM: FEBRUARY 1, 2018 THROUGH JANUARY 31, 2021**

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## **ARTICLE 1**

### **PREAMBLE**

#### **SECTION 1.**

This Agreement entered into by the Wood County Landfill/Wood County Commissioners, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Local #1099, Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and all other agreed upon conditions of employment.

## **ARTICLE 2**

### **UNION RECOGNITION**

#### **SECTION 1.**

A. The Employer hereby recognizes the Union (as named in Article 1) as the sole and exclusive bargaining agent for purposes of the establishment of wages, hours, benefits, and all terms and conditions of employment for all employees in the bargaining unit employed in the classification in Case Number 84-RC-04-0523 as certified by the State Employment Relations Board (SERB).

Included: All Employees of the Wood County Board of Commissioners employed at its landfill operations including Landfill Attendant, Landfill Equipment Operator 1 and 2, and Utility Worker 1 and 2.

Excluded: All management level employees, students, professional employees, guards and supervisors as defined in the Act, all seasonal and casual employees as defined by the State Employment Relations Board, employees of other county elected office holders and elected officials.

#### **SECTION 2.**

##### A. Dues Deduction

It is understood and agreed between the Employer and the Union that the Employer will deduct unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from

the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues and initiation fees are due the Union. The Employer further agrees to remit to the Controller of Ohio Council 8, AFSCME, 6800 N. High Street, Worthington, Ohio 43085-2512, (614) 841-1918, before the last working day of each month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employees shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made.

The union will provide the Employer a letter of any changes of certified Union dues or fair share fees thirty (30) days prior to the effective date of any changes.

It is further agreed that the Union shall indemnify and hold harmless the Employer from any legal actions between a member of the Union and the Union regarding dues deductions under this Section. It is agreed that the Union understands that these Union dues, initiation fees, and other uniform assessments shall be collected within the capability of the Wood County Auditor's Office, to perform said function.

### **SECTION 3.**

- A. In the event a dispute arises concerning a new position being in the bargaining unit, the parties shall submit said disputed new position to State Employment Relations Board for their determination as to whether the position is in or out of the bargaining unit.
- B. In the event a new job is established by the Employer, the parties shall meet to determine if said new position is in the bargaining unit. The parties shall also establish by negotiations, the proper rates of pay and conditions of employment for any new established position.

## **ARTICLE 3**

### **PROBATIONARY PERIOD**

#### **SECTION 1.**

All newly hired employees shall serve a probationary period of one hundred and eighty (180) days.

**SECTION 2.**

Promoted employees shall serve out a probationary period of one hundred and eighty (180) days.

**ARTICLE 4**

**LABOR-MANAGEMENT MEETINGS**

**SECTION 1.**

In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled as needed. The parties shall determine who shall represent them individually at any labor-management meeting. The Union shall have the right to have up to two (2) individual members/officers from each work unit for each of these meetings plus one (1) individual from Ohio Council #8, AFSCME, AFL-CIO. However, the Union shall only have representation related to the day's agenda. The Employer shall have up to six (6) individuals for each of these meetings. The parties shall exchange written agendas five (5) days in advance of any L-M meeting unless by mutual agreement.

**ARTICLE 5**

**ACCREDITED REPRESENTATIVE**

**SECTION 1.**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, and Local Union Representatives shall have access to the premises of the Employer at reasonable time to conduct Union business relative to matters involving its membership. The Union Representatives agree that such visitations shall not disrupt the normal operations.

**ARTICLE 6**

**BULLETIN BOARDS**

**SECTION 1.**

- A. The Employer shall provide bulletin boards for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.
- B. The President of the Union shall give authorization to people in the Union for purposes of posting proper materials thereon.
- C. There shall be appropriate bulletin boards located at agreed upon locations. Locations to be jointly determined at each site.

**SECTION 2.**

The Union agrees there will be no posting of:

- A. Attacks on elected officials, administrative personnel, or nonunion Employees.
- B. Scandalous, scurrilous, or derogatory attacks upon the union members, union, or the administration.

**SECTION 3.**

The Union agrees to remove any unauthorized material from the Union bulletin boards in the event same is necessary.

**ARTICLE 7**

**REVIEW OF PERSONNEL FOLDER**

**SECTION 1.**

Members of the Bargaining Unit shall be allowed to review their personnel folders at any reasonable time upon written request to the Employer. Said file to be reviewed in the office, with the Employer or a management representative present. If a member, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the member may file a

grievance to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegation, the employer will clarify the error in writing in the personnel file.

**SECTION 2.**

Supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

**SECTION 3.**

The Union will in no way hinder or interfere with any State or Federal regulations regarding an employee's folder.

**ARTICLE 8**

**MANAGEMENT RIGHTS**

**SECTION 1.**

The Union recognizes that except as specifically limited by the expressed provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer of the unit of government.



- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

**SECTION 2.**

All other managerial rights not expressly restricted by this contract are retained by management. If either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after one side declares an impasse.

**ARTICLE 9**

**NO STRIKE/NO LOCK OUT**

**SECTION 1.**

The Union agrees that neither its members, officers, or representatives, individually or collectively, will cause, authorize or instigate a strike during the term of this contract.

**SECTION 2.**

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, cause, aid, condone or instigate any lock out of members of the bargaining unit during the term of this Agreement.

**ARTICLE 10**

**CLEANUP TIME**

**SECTION 1.**

Every employee shall be entitled to a cleanup time of no more than ten (10) minutes prior to their lunch break period and prior to the end of their work shift.

**SECTION 2.**

The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning all tools, equipment, and Employees (such as hand cleaners) in each department. A first aid kit and fire extinguisher will be located on all vehicles.

**ARTICLE 11**

**CAREER DEVELOPMENT**

**SECTION 1.**

The parties agree to meet, as necessary, on matters of "Career Development.

**SECTION 2.**

The Labor/Management Committee process should be used for the purpose of this Article.

**SECTION 3.**

The parties agree that subject matters, materials, and participation must be mutually agreed upon, prior to concurrence given by either party.

**ARTICLE 12**

**WORK RULES**

**SECTION 1.**

Fair employment work rules shall be posted for all Employees to see in the work place. Present work rules, new proposed work rules, and/or any changes shall be presented to the Union. Work rules shall not be arbitrary nor capricious and disputes thereof shall be handled through the grievance procedure. Any established work rules shall only apply to employees while at work. The Employer has the right to implement a work rule even if a grievance is filed on said work rule.

**SECTION 2.**

The parties agree that not every common sense work practice can be reduced to writing.

**ARTICLE 13**

**EQUIPMENT/SAFETY**

**SECTION 1.**

All equipment necessary to perform the work as determined by the Employer, shall be provided by the Employer. Outerwear, hip boots, rain coats, hard hats, outer safety glasses (both clear and tinted), and appropriate gloves shall be provided and made available to all employees.

These items will be replaced whenever needed and outerwear, will be replaced every other year or as deemed necessary by the Superintendent.

**SECTION 2.**

In the event a piece of equipment is determined unsafe, or a hazardous practice exists, the employee and/or his union representative shall refer a complaint with the Superintendent or Assistant Superintendent in charge. If the practice and/or equipment is found to be unsafe, the parties shall agree to cease the unsafe practice, and if a piece of equipment is found unsafe, it shall not be used until repaired or replaced.

**SECTION 3.**

The Employer agrees that mobile radios shall be in all of the operating licensed vehicles for the life of this Agreement.

**SECTION 4.**

The parties agree that if, in the event, an Employee is hurt or injured on the job, said employee or other employees shall have the right to immediately call the E.M.T., etc., for immediate medical care. Employees must initiate incident/accident reports by the end of shift. The Employer shall assist employees in properly completing all required forms.

## ARTICLE 14

### DISCIPLINARY PROCEDURE

#### SECTION 1.

- A. Employees shall be disciplined for just cause. Employees shall not be disciplined without having the opportunity to have their Union representative present. However, in the case of counseling between the Employer and the Employee, verbal reprimands, or where immediate action is called for, it is recognized by the parties that the presence of the Union representative may not always be possible. Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension, last chance agreement, and/or dismissal.
- B. Disciplinary action may include, but not be limited to these items: violation of work rules, incompetency, inefficiency, dishonesty, drunkenness, gross immoral conduct, gross insubordination, discourteous treatment of the public, neglect of duty, and any other failure of good behavior, while at work or if related to work. Employees shall only be disciplined for just cause.
- C. When an employee has had no discipline for the period of twelve (12) continuous months, any record of a verbal reprimand on the same offense shall cease to have force and effect for disciplinary purposes; any written reprimand shall cease to have force and effect after eighteen (18) months; any suspension shall cease to have force and effect after twenty four (24) months. Any discipline on the same type of offense shall continue the discipline in effect and/or, at the discretion of management, lead to further progressive discipline.
- D. The Employer shall not be arbitrary nor capricious in issuing disciplinary action to the employee.

#### SECTION 2.

The parties recognize that some offenses may be considered major offenses and require immediate action by the Employer. In the event of any immediate suspension or dismissal as a result of any major offense(s), the parties shall schedule a full hearing within five (5) days of the event, or knowledge of the event, or schedule said hearings, as soon as possible thereafter. Evidence and testimony shall be presented in this hearing, and any decisions rendered shall be based upon the evidence as presented in the hearing, or mitigated as equity suggests under the facts.

**ARTICLE 15**

**TARDINESS**

**SECTION 1.**

Employees are required to be ready to work at their scheduled start time. Employees are to clock out immediately at the end of their scheduled work time.

An employee that is going to be late to work is expected to call in. The regular disciplinary procedure will be followed for tardiness with the supervisor deciding if there is sufficient justification to excuse an employee that is tardy. The procedure will be:

1. Verbal warning.
2. Written warning.
3. Further disciplinary action.

Any employee that has more than six (6) unexcused late to work incidents within 12 months will be terminated as long as the disciplinary procedures have been followed.

Employees are considered tardy if they do not clock in before the start of the shift and are not ready to work.

An employee that forgets to clock in must immediately clock in and contact his supervisor to establish the proper start time. An employee who forgets to clock out must contact his supervisor to establish the proper quit time the next work day or when the error is discovered.

**ARTICLE 16**

**PROMOTIONS**

**SECTION 1.**

- A. When a job becomes vacant and the Employer determines to fill said job, Employees in the bargaining unit may bid on that job and said position shall be filled by seniority and qualifications (qualifications include but are not limited to work record, disciplinary record, attendance record, and necessary requirements per job description) of those Employees bidding. The most senior qualified bidder shall be awarded the promotion.

- B. Said vacant position shall be posted within five (5) working days after said job becomes vacant, and shall be filled per Section A in this Article as quickly as possible by the Employer.

**SECTION 2.**

In the event an employee or the Employer is dissatisfied in a new position as a result of this Article, said Employee shall be returned to his/her former position at their former rate of pay within the sixty (60) day probationary period, displacing other personnel and so on down the upward progression.

**ARTICLE 17**

**SEVERABILITY/CONFORMANCE OF LAW/APPEALS**

**SECTION 1.**

The parties hereto recognize all laws that the parties are required to recognize, and said parties shall not impede, violate, or encroach into the Union's, the Employer's, or anyone's individual legal rights, nor violate Chapter 4117 of the O.R.C.

**SECTION 2.**

In the event any provision herein is held invalid by any Court of Law the parties shall meet, in an attempt to negotiate a replacement Article or provision within fifteen (15) days of the knowledge thereof.

**SECTION 3.**

The parties agree that disputes that qualify for appeals under the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, Ohio Workers' Compensation Commission, or the Unemployment Commission shall be appealed pursuant to the appeal procedures and in accordance with the rules and regulations of that body and shall not be subject to the grievance procedure.

## **ARTICLE 18**

### **UNION LEAVE/DELEGATE LEAVE**

#### **SECTION 1.**

**Union Delegate Time:** An employee shall be granted time off without pay to serve as a delegate or alternate to the annual Union Convention or a convention of the International Union whenever called. Each said convention shall be limited to no more than six (6) days for any one such Convention.

#### **SECTION 2.**

**Union Leave:** The Employer agrees that the Vice President, Steward and/or President from the bargaining unit is permitted Union Leave with pay, to attend special conferences with the Union Staff Representative periodically, at the Union Office in downtown Toledo or in Columbus, whichever is necessary. Said Union leave with pay hereto is limited to no more than two (2) days per year.

#### **SECTION 3.**

Employees may utilize vacation time or other earned time per Section 1 of this Article.

#### **SECTION 4.**

The Union agrees that the officers, delegates, and alternates, per this Article, shall be utilized in such ways that would not leave the Employer insufficient manpower. The parties agree that officers, members, and delegates will request prior to any meetings herein, in writing, and cite the location of any such meetings prior to any such meeting being held.

#### **SECTION 5.**

Any time utilized per this article shall not count toward actual hours of work.

**ARTICLE 19**

**NON-DISCRIMINATION**

**SECTION 1.**

- A. Wood County is an Equal Opportunity Employer committed to providing all employees and applicants a workplace that is free from unfair treatment/discrimination. In compliance with the Equal Employment Opportunity Commission and the Ohio Civil Rights Commission, Wood County will not discriminate based on race, religion, color, sex, pregnancy, sexual orientation, genetic information, national origin and ancestry, age, veteran status, disability, or military status.
  
- B. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 20**

**WORKING OUT OF CLASSIFICATION**

**SECTION 1.**

An Employee temporarily assigned to work and/or replace an individual in a classification of a higher rate will be eligible to receive the rate of that higher classification for the period which he/she was so assigned; and/or:

- A. The individual must perform functions that are normally performed by the person absent in order to receive compensation for that time period.
  
- B. The term "higher rated classification" refers to positions that have a higher degree of responsibilities; could be supervisory in nature; and pay a higher rate of pay.

**SECTION 2.**

An employee may be temporarily assigned work in a lower classification, but, shall continue to receive his/her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.



**SECTION 3.**

Employees shall receive the rate of pay for hours of work, in the higher position upon completion of four (4) hours or more of work.

Employees working at the higher classification will get the base rate of the higher position.

**ARTICLE 21**

**MILITARY LEAVE**

**SECTION 1.**

- A. **Military Leave and Pay.** Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service on the field training, or active duty for periods, as designated by law.
- B. The Employer agrees to entitle all employees to the provisions of the Ohio Revised code Sections 5903.02, 5903.03, 5903.04, and 5923.05 respectively.

**ARTICLE 22**

**JURY DUTY**

**SECTION 1.**

The Employer shall grant full pay and benefits to an employee that is subpoenaed for any court, jury duty, or tribunal hearings, by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty shall be remitted by the Employee to the Employer, unless such duty is performed outside of regular working hours.

**ARTICLE 23**

**LIABILITY/SOVEREIGN IMMUNITY LAW**

**SECTION 1.**

Employees of the bargaining unit shall be held harmless against any claims or otherwise regarding any "liability", as required in the Ohio Sovereign Immunity Law (State of Ohio), while acting in the proper scope of their employment, and if found not negligent or derelict in the performance of their duties by a court of law and/or its administrative representatives.

**ARTICLE 24**

**LEGAL COUNSEL**

**SECTION 1.**

The Employer will continue the practice of reviewing on a case by case basis any reimbursement of legal fees incurred by an employee in defending a civil action arising from any action strictly within the proper scope of his employment. This case by case review will only occur on civil matters of a non-negligent nature where the employee was found to be not liable for any actions related to the lawsuit.

**ARTICLE 25**

**TERMINATION/SEVERANCE PAY**

**SECTION 1.**

Employees are entitled to compensation for accumulated but unused vacation leave only at the time of separation of service. Payment for accumulated but unused vacation leave and any earned compensatory time (pay) that is banked at separation is at the employee's current rate of pay. Employees who leave employment prior to the completion of their first year are not entitled to receive compensation for accrued vacation hours.

**ARTICLE 26**

**MEDICAL LEAVE/PERSONAL LEAVE**

**SECTION 1.**

As provided by State and/or Federal law, a regular employee may be permitted to take a leave of absence without pay for compelling personal reasons for up to six (6) months in a given calendar year of employment, and/or appropriate per law, upon prior approval of the Employer.

**SECTION 2.**

The parties shall abide by the Federal F.M.L.A. Statute.

**ARTICLE 27**

**BREAKS DURING OVERTIME**

**SECTION 1.**

There shall be reasonable breaks during overtime.

**ARTICLE 28**

**UNIFORMS**

**SECTION 1.**

The Employer will provide uniforms and appropriate cleaning services for all employees. Each employee shall receive 13/26 uniform changes, as appropriate, per every two (2) weeks. The cost of this service shall be paid for by the Employer.

**SECTION 2.**

The Employer will pay for safety work shoes for all employees. The cost \$300.00 per pair shall be maintained for the life of the shoe.

### **SECTION 3.**

The employee(s) that are provided uniforms and work shoes shall wear these provided items at work, except to the extent of an emergency beyond the employee(s)' control. Uniforms shall not be altered by the Employee. Evidence of abuse by employees can lead to discipline.

## **ARTICLE 29**

### **MISCELLANEOUS**

#### **SECTION 1.**

- A. In the event an employee is required by the Employer to attend meetings during working hours, he or she shall be compensated at their hourly rate of pay.
- B. The Employer shall continue to pay tuition and registration fees for job related training as is required by the Employer.

#### **SECTION 2.**

Employees attending "Conferences and Meetings" on behalf of the Employer and/or for furthering the employee(s)' ability to perform the job for the Employer must be approved in advance by the Employer.

#### **SECTION 3.**

The Union, if possible, will assist in various training for the bargaining unit employees.

#### **SECTION 4.**

The Employer agrees to provide the Union with a periodic list of the names, addresses and telephone numbers of current employees and employees who have left the bargaining unit or gone on an unpaid leave of absence.

**ARTICLE 30**

**SICK LEAVE**

**SECTION 1.**

Sick leave shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours "in active pay status" and shall be cumulative without limit. ORC 124.39 allows employees with a minimum of 10 years of OPERS service to receive 25% of the accumulated sick leave, not to exceed 30 days or 240 hours upon an OPERS retirement.

**Wood County Method**

Only Wood County service time is considered when determining years of service for payment of sick leave accrual. Under this method sick leave shall be paid as follows:

Years of Wood County Service	Percentage	Maximum Hours
10	25	240
15	30	288
20	35	336
25	40	384
30	50	480

Payment of sick leave of this basis shall be considered to eliminate all sick leave accrued at that time. In the event of a death of an employee, said estate shall be paid per statute.

**SECTION 2.**

- A. Sick leave may be used only for absence due to illness, maternity purposes (including injury) of the employee himself, a member of his immediate family, or exposure to a contagious disease which could be communicated to other employees. Maternity leave under this article shall be limited to six (6) weeks maximum.
- B. Immediate family means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

### **SECTION 3.**

For each use of sick leave, the employee will be required to fill out the "Application for use of Sick Leave" form furnished by the Employer. If treatment by a physician is required, a certification by the physician is to be made, either on the same form or be a "Doctor's Certificate", or after three (3) consecutive days of sick leave, if the Employer deems it necessary. The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. (Examples would be patterned abuse of sick leave, consistent one day sick leave usage, limited amount of sick leave on books without prior medical verification).

### **SECTION 4.**

- A. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. A member shall only be charged for time actually used.

### **SECTION 5. TRANSITIONAL WORK PROGRAM**

It is in the employee's physical and psychological best interests to remain active and productive within the limitations of a work related injury or illness. The Wood County Transitional Work Program (TWP) returns an employee with a work-related injury or illness to active employment through a temporary employment ("bridge") assignment. The temporary work assignment accommodates the limitations of the injury until the employee can return to full duty without restrictions or reaches maximum medical improvement.

- A. The benefits of Wood County's TWP are as follows:
  - 1. The Employee provides a valued service without the stress of losing income or regular work contacts.
  - 2. The County reduces Workers' Compensation related expenses by promoting positive work relationships and by maintaining an experienced work force.
  - 3. The participating Physician(s) work within the framework of a transitional work program to make an informed decision about the type of work an employee can best handle within his/her physical capabilities.
- B. Eligibility
  - 1. All employees on leave from work due to a work-related injury or illness are eligible for participation in the program pending a medical evaluation. An employee may participate in the TWP

program for three months, with one three month extension following a review by the TWP participating physician, the Appointing Authority, and/or the Board of County Commissioners.

2. Drug and/or alcohol tests will be performed upon reasonable suspicion that drug and/or alcohol use was the cause of, or contributed to the work related injury or illness. Employees testing positive may not be eligible for the program.

C. Procedures

1. After a work-related injury/illness, the employee shall notify his/her supervisor who will immediately contact the Risk Coordinator in the Commissioners' Office to schedule an appointment with the designated Workers' Compensation Physician.
2. If the employee is physically able to perform the responsibilities of his/her original classification with slight modification provided by the physician, he/she may be returned to that classification upon approval for accommodation by the Appointing Authority.
3. If the employee is unable to return to his/her original classification, the physician will refer to the TWP manual to determine which bridge assignment within Wood County the employee can perform considering his/her injury. The physician will notify the Risk Coordinator within 24 hours of the compatible assignments approved for the injured worker.
4. In consultation with the appropriate official/supervisor, the Risk Coordinator will assign the injured employee to a temporary work assignment (bridge assignment). If more than one (1) bridge assignment is necessary to accommodate the employee's needs, placement within the office/department where the injury occurred will be given priority. If a medically compatible assignment is not available within the employee's office/department, a temporary placement within another county office/department may be arranged. The assignment will be based upon:
  - a. The availability of work.
  - b. Physician approval.
  - c. Estimated length of the employee's recovery period.
  - d. The employee's physical needs/condition.
  - e. Approval of the Appointing Authority and/or the Board of County Commissioners.

5. If the injured worker seeks initial treatment from his/her own physician, the Risk Coordinator will schedule an appointment for the injured worker with the County's designated Workers' Compensation Physician. In the event the two physicians reach different conclusions, the Risk Coordinator will contact the physicians in an effort to determine the most appropriate action.
6. Once a "bridge" assignment is approved by the physician and the Appointing Authority, the Risk Coordinator will notify the employee of the bridge assignment. Failure to accept the assignment or respond to the employer will be treated as a refusal to work and Wood County will seek to terminate any compensation being awarded by the BWC.
7. The employee must sign and return the Transitional Work Agreement prior to performing any duties. The Transitional Work Agreement between the employee and his/her Appointing Authority will include the following elements:
  - a. A specific start and stop date for the program. In no case will a contract be extended past six (6) months.
  - b. Work schedule.
  - c. Description of the "bridge" assignment work duties.
8. The employee will begin work on the next scheduled working day unless otherwise instructed by the physician. The supervisor and the Risk Coordinator will explain the Transitional Work Program policy and procedures and the duties of the assignment, including a written description, oral instructions, photographs, and, if necessary, video tapes.
9. At the intervals set for each bridge assignment, the employee must see the County's Workers' Compensation Physician for reevaluation of assignments on the Bridge Assignment Matrix. The employee's progress toward his/her original classification must meet the needs of the employee, the Appointing Authority, and temporary assignment availability.
10. With each new assignment, the employee will meet with the Risk Coordinator to review changing responsibilities and expectations. Any change of assignments, work hours, etc., must be noted on the Transitional Work Agreement and signed by the appropriate parties prior to duties being performed.



11. Only the physician can approve a change in “bridge” assignment for the injured worker. Any changes in the employee’s medical status must be reported to his/her supervisor and the Risk Coordinator.
12. All records regarding the employee’s transitional work assignment(s) will be maintained by the Appointing Authority or Department Head and incorporated into the employee’s personnel file.
13. If at any time the Workers’ Compensation Physician determines that an employee will never be able to return to his/her regular duties, an assessment of his/her employment status will be made after a complete review of the case and consideration of a formal vocational rehabilitation plan.

D. Compensation

1. Employees in the program receive their current rate of compensation and schedule of benefits from their county office/department while recovering from their work-related injury/illness.

E. Benefits During Program

1. Coordination of health insurance benefits will follow all regular Workers’ Compensation procedures.
2. The employee must take Family Medical Leave, if available.

**ARTICLE 31**

**SENIORITY**

**SECTION 1.**

Seniority shall be defined as the length of continuous service with the Wood County Solid Waste Management District and the Wood County Landfill. Paid time including a paid leave of absence counts toward continuous service seniority computation.

**SECTION 2.**

If an employee quits and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for purposes of seniority.

**SECTION 3.**

There shall be no loss of bargaining unit seniority for anyone holding a higher position who returns to a former position held, within seventy-five (75) days from the date of promotion.

**SECTION 4.**

- A. Employees returning from a personal leave of absence without pay and/or a layoff shall be permitted to count their prior seniority date.
- B. Credit seniority up to four (4) months shall be granted for any unpaid leave of absence within a calendar year.

**SECTION 5.**

Employees on approved leaves of absence, due to provisions of this contract and/or layoff shall retain their previous earned seniority upon their return to work.

**ARTICLE 32**

**SUPERVISORY EMPLOYEES**

**SECTION 1.**

The parties agree that the intent of the Employer is that supervisory employees will not perform work of the bargaining unit that would result in displacing an employee. The supervisory employees may assist the bargaining unit employees and give instruction and training.

## **ARTICLE 33**

### **SUBCONTRACTING**

#### **SECTION 1.**

No bargaining unit employee shall be terminated or laid off as a result of subcontracting out by the Employer.

#### **SECTION 2.**

The Employer may subcontract; however, the Employer agrees that all such contract for subcontracting shall be discussed with the Union prior to the letting of the contract, except for emergencies.

#### **SECTION 3.**

Disputes regarding subcontracting out will be an immediate subject for the grievance procedure and shall be filed as soon as possible, after the knowledge of said disputes.

**ARTICLE 34**

**VACATION**

**SECTION 1.**

A. Employees shall receive and earn vacation as follows:

<b>Vacation Accrual Table</b>			
<b><u>Years of Service</u></b>	<b><u>Pay Periods</u></b>	<b><u>Accrual Rate</u></b>	<b><u>Balance Limit</u></b>
Less than one year	1-26	3.1 hours per pay period (Accrues on paycheck but is not available for use or payout)	
After one year	27-208	3.1 hours per pay period 80 hours annually (2 weeks)	160 hours
After 8 years	209 - 390	4.6 hours per pay period 120 hours annually (3 weeks)	240 hours
After 15 years	391- 650	6.2 hours per pay period 160 hours annually (4 weeks)	320 hours
After 25 years	651	7.7 hours per pay period 200 hours annually (5 weeks)	400 hours

B. Employees are permitted to utilize their earned vacation in 0.25 hour increments, or more, for unforeseen emergencies, excluding an individual employee illness.

**SECTION 2.**

Seniority utilization shall be observed for purposes of scheduling vacation time frames off, with the most senior employee electing his choice first and then the second and so on down the list.

**SECTION 3.**

In the event an employee is unable to utilize his vacation time off with pay, said employee may carry over his earned vacation from year to year up to and including a two (2) year period.

In the event an Employee is prohibited from scheduling vacation time off with pay, the employer may grant additional carry over time above the two (2) year period.

**ARTICLE 35**

**HOLIDAYS**

**SECTION 1.**

Full-time employees shall receive the following paid Holidays per year, as follows:

- |                        |                            |
|------------------------|----------------------------|
| New Years Day          | Veteran's Day              |
| Martin Luther King Day | Labor Day                  |
| Memorial Day           | Thanksgiving Day           |
| Independence Day       | Day after Thanksgiving Day |
| President's Day        | Columbus Day               |
| Christmas Day          |                            |

If any of the above-mentioned holidays fall on a Saturday, the Friday preceding shall be observed as the holiday. If any of the holidays fall on a Sunday, the Monday immediately following shall be observed as the holiday.

**SECTION 2.**

An Employee will not receive holiday pay for any holidays for which he utilizes sick leave the work day before or the work day after said holiday. Scheduled sick leave shall not apply to this provision.

**ARTICLE 36**

**INJURY PAY/LEAVE**

**SECTION 1.**

The Employer agrees to continue to pay for the Health Insurance Program for the first sixty (60) days of a time period while an employee is on an industrial leave.

**ARTICLE 37**

**LAYOFF/RECALL**

**SECTION 1.**

In the event, due to lack of work, lack of funds, or reorganization, the Employer may lay off employees, the Employer shall lay off employees in the inverse order of seniority. Full-time employees shall not be laid off before part-time, temporary or seasonal employees except in the situation where the full-time employee does not meet the minimum qualifications for the position. A laid off full-time employee shall be given the first opportunity on available part-time, temporary or seasonal employment at the specific position rate of pay if the full-time employee has the necessary qualifications.

**SECTION 2.**

In the event of reorganization, full-time employees will be given a trial period, if same is necessary, to determine if an employee can perform other jobs in a bumping situation. Said trial period shall be no less than fourteen (14) work days. Laid off Employees shall be placed on a recall list for eighteen (18) months. Employees shall be called back to work by inverse order of recall and notified by registered mail. The employee must report back to work within seventy-two (72) hours.

Employees shall be called back to work according to their seniority, with the most senior employee having been laid off, being recalled first, provided said employee can perform the available work.

**ARTICLE 38**

**GRIEVANCE PROCEDURE**

**SECTION 1.**

A grievance is a dispute or difference between the Employer and the Union, or between the County and an employee concerning the interpretation and/or application of, or compliance with any provision of this Agreement.

**STEP 1.** An employee who has a grievance shall take it up orally with his immediate supervisor, accompanied by his Steward, within five (5) working days after the employee has knowledge of the event upon which his grievance is based, and the supervisor shall give his answer to the employee within five (5) working days after the grievance was presented to him.

**STEP 2.** If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within five (5) working days after receipt of Step 1 answer be reduced in writing and filed with the employee's Superintendent on a grievance form, signed by the employee and his Steward. The Superintendent shall meet with the Steward within five (5) working days after the written grievance has been filed, and a written answer shall be given within five (5) working days after Step 2 meeting. The employee and appropriate witnesses will be called in by mutual agreement of the parties hereto.

**STEP 3.** If the grievance is not satisfactorily settled at Step 2, the grievance may within five (5) working days after receipt of Step 2 answer, be appealed to the Director. The Director shall meet with the union seven (7) days after the grievance has been appealed and a written answer shall be given within seven (7) working days after Step 3 hearing. The employee and appropriate witnesses will be called in by mutual agreement of the parties hereto.

**STEP 4.** GRIEVANCE MEDIATION. At any time during this step of the Grievance Procedure, the parties may mutually agree on utilizing FMCS for Grievance Mediation prior to proceeding to Arbitration to resolve the issue.

**BINDING ARBITRATION.** Grievances dealing with suspensions over three (3) days or discharge, may be submitted to binding arbitration at the request of either party.

A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators.

1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
  2. The right to strike the first name shall be determined by lot.
- B. The fees and expenses of the arbitrator shall be shared equally between the two (2) parties.
1. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
  2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.
- C. The arbitrator shall schedule a hearing date as promptly as possible. The decision of the arbitrator shall conform with applicable laws and shall be binding upon both parties.
1. The arbitrator shall not be empowered to rule contrary, to amend, add to, or eliminate any of the provisions of this Agreement.

The Chapter Chair or Union Steward will be given time during his workday to investigate grievances and attend required meetings with the employer regarding grievances without loss of pay. The Chapter Chair or Union Steward will get prior authorization from his immediate Supervisor so as to not leave the department with insufficient manpower to operate. This prior authorization will not be unreasonably denied.

## **ARTICLE 39**

### **WORK WEEK/WORK DAY/OVERTIME**

#### **SECTION 1.**

The work week shall normally consist of forty (40) hours Monday through Friday or Tuesday through Saturday. The regular work day shall be eight (8) hours beginning at 7:30 a.m. and ending at 4:00 p.m., with one lunch period of one-half (1/2) hour unpaid. However, hours of work can be changed based upon different work needs. If the Union requests, negotiations on said change will take place per Article 8, Section 2 of this agreement.



## **SECTION 2.**

Employees will also have two (2) fifteen (15) minute work breaks each day, one break in the first half of the work shift and the second break in the second half of the work day.

## **SECTION 3.**

- A. Overtime shall be offered on the basis of seniority. Those called for overtime must be qualified. If no one wishes to work, the qualified person with the least seniority must perform the work. Overtime shall be offered on the basis of seniority with the most senior being called first, etc. If management can establish specific needs to be considered in the overtime, then qualification as well as seniority will be appropriate.
- B. Employees are not eligible for overtime when absent.
- C. An employee offered overtime must state their intention to work overtime upon notice request of the Employer, or state refusal, in order that other employee(s) might have ample notice, if the employee scheduled declines the overtime work.

## **SECTION 4.**

Only vacation shall be counted for purposes of overtime. Compensatory time, sick leave and holidays shall not be counted for calculation of overtime.

## **SECTION 5. Compensatory Time.**

Employees may accrue up to 160 actual hours of work to their compensatory time bank during the first year of this agreement. Employees may accrue up to 150 actual hours of work to their compensatory time bank during the second and third year of this agreement. Employees may take compensatory time off with pay as mutually scheduled with the Employer, and/or receive the appropriate rate of pay for said compensatory time. Normal cash-out of compensatory time to cash will require at least two (2) pay period's notice except in case of verifiable emergency. Any compensatory time on the books as of the date of the implementation of this agreement must be used/cashed out within 180 days. During the life of this agreement the County system of clearing out compensatory time off the books every six (6) months will continue. Any compensatory hours earned beyond 160 hours in the first year or 150 hours in the second or third year of this agreement can be banked for an end of the year cash-out, but not used as time off. The first pay period in December will be the cash-out payment.

**SECTION 6.**

Call-in pay of no less than two (2) hours shall be paid on each call-out which falls outside the Employee's regular hours of work. The call-in hours must result in work that is not contiguous to the Employees' regular hours of work.

**ARTICLE 40**

**LIFE INSURANCE**

**SECTION 1.**

The Employer agrees to continue to provide the existing "Life Insurance" to the bargaining unit for the life of this contract.

The Employer agrees that if in the event the Employer provides an increase in the "Life Insurance" to other Wood County Employees, said increases shall be immediately granted to the bargaining unit.

**ARTICLE 41**

**HEALTH INSURANCE**

**SECTION 1.**

The health insurance coverage for Employees shall be provided by the Employer, per the county plan.

**SECTION 2.**

The parties shall have equal representation on a county wide committee charged with studying the health insurance program for Wood County employees.

**SECTION 3.**

Inoculations – The Employer will establish an Inoculation Program for employees (i.e. tetanus, hepatitis shots, etc.) with the Wood County Health Department.

**ARTICLE 42**

**MILEAGE ALLOWANCE/TRAVEL REIMBURSEMENT**

**SECTION 1.**

All employees will be reimbursed for authorized and approved business related travel and allowances.

**SECTION 2.**

Reimbursement of expenses will be per current Wood County Travel Reimbursement Policy.

**SECTION 3.**

Such allowance or reimbursement under this Article must be pre-approved by the Employer.

**ARTICLE 43**

**EDUCATION PAY**

**SECTION 1.**

- A. The parties agree to the following for successful completion of the following programs.
  - 1. \$ .65 per hour SWANA Landfill Manager or Operator training.
  - 2. \$ .25 per hour Hazardous Material Handling Course of 40 hours.
- B. Management will pay for the basic training and any required training to maintain certification.
- C. \$ .05 per hour pay for successful completion of training in each of the following listed areas which will improve employee skills and increase their ability to maintain landfill facilities and operations in the following areas (limited to one \$.05 increase for each area)...
  - 1. Computer operation/maintenance/programming
  - 2. Welding
  - 3. Hydraulics
  - 4. Electrical/Mechanical

5. Electronics
6. Basic Diesel Mechanics
7. Automotive Mechanics

- D. In as much as training programs vary and certification is not available or required, programs which qualify for educational pay, must be approved by the employer. In some cases, a combination of courses may be required. Upon documentation of successful completion of an approved program, the appropriate amount will be added to an employee's base rate of pay.
- E. Management will pay for programs approved for educational pay.
- F. Management, in consultation with employees, will establish a refresher, re-training, schedule in order for employees to maintain payments per this schedule. This assumes funds are available for such training. Management agrees that re-training shall be done whenever possible, during work hours.
- G. Employees who do not re-certify as required or lose certification in any area will not be paid the related supplement(s) until said employee is properly re-certified.
- H. EPA Additional License. In the event the EPA or any other governing or licensure body requires bargaining unit employees to obtain additional licensure, the parties shall meet in Labor Management to resolve these issues. In the event Labor Management cannot resolve these issues, the parties shall meet to negotiate any outstanding issues.

## **SECTION 2. Additional Duty Pay**

- A. Qualified employees as determined and assigned by the employer may be given the following permanent additional duties:
1. Lead Operator/Equipment. This person, in addition to regular duties will oversee maintenance and repair of all equipment. If the Superintendent and Assistant Superintendent are absent, this person will be in charge of the facility.
- B. Additional duty pay will be \$.85 per hour supplement for performing any of the above mentioned duties.

**ARTICLE 44**

**C. D. L.**

**SECTION 1.**

The parties agree that if, in the event an employee has trouble with his/her C.D.L., the parties shall meet in an L.M.C. as soon as possible to determine if reassignment to appropriate work is possible, and their recertification and training for recertification, if appropriate.

**SECTION 2.**

The Employer agrees to pay for the C.D.L. license renewal for the appropriate employees.

**SECTION 3.**

Bargaining Unit employees will receive \$ .10 per hour for C.D.L. pay. To receive C.D.L. pay an employee must comply with the motor vehicle policy and be able to operate county equipment.

**ARTICLE 45**

**HEALTH & SAFETY**

**SECTION 1.**

The parties agree to abide by the Public Employment Risk Reduction Program (P.E.R.R.P.) Statute and regulations.

**SECTION 2.**

The parties shall establish a Health and Safety Committee composed of representatives of the Employer and the Union. The parties shall start its work of establishing issues of concerns of the parties within two (2) months of the signing of this Agreement.

**ARTICLE 46**

**EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.**

The parties agree to establish a "Troubled Employees Program" within the next twenty-four (24) months. Said "Troubled Employees Program" shall be on a voluntary basis and shall not eliminate any provisions of this Collective Bargaining Agreement. The parties shall meet in regularly scheduled Labor/Management Meetings to establish contents and procedures of said program(s). Any such contents and procedures shall not violate any legal rights whatsoever. This article shall not contradict any work rules nor eliminate any necessary disciplinary actions.

**ARTICLE 47**

**PENSION DEFERRAL**

**SECTION 1.**

The parties agree that the pension tax deferral program shall continue for the life of this contract.

**ARTICLE 48**

**FUNERAL LEAVE AND PAY**

**SECTION 1.**

Employees shall be entitled to sick leave with pay for the death of an immediate family member such as defined in Article #31. Such leave shall be limited to reasonably necessary time not to exceed five days sick leave and will be deducted from sick leave.

**ARTICLE 49**  
**MOTOR VEHICLE POLICY**

The parties hereby agree to the following:

**SECTION 1.**

The parties agree to the following:

- A. The Insurance Company that provides liability coverage for the Employer shall set the appropriate policies for Motor Vehicle coverage in general and DWI restrictions in specific.
- B. The procedures and rules required by the Insurance Company shall be incorporated into a Work Rule entitled Motor Vehicle Policy. This Work Rule will replace the existing DWI Work Rule and shall be accepted by the parties as a proper Work Rule under the Collective Bargaining Agreement.
- C. This Work Rule shall not be used to remove any employee from employment with the Employer unless the employee can no longer perform needed job duties. Said action by the Employer shall be appealable through the arbitration provision of the Collective Bargaining Agreement.

**SECTION 2.**

The Employer will give the Union copies of any changes of rules and regulations, as proved by the Insurance Company.

**ARTICLE 50**  
**FAIR SHARE FEE**

**SECTION 1.**

Effective April 1, 1989, and thereafter: Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) days.

- B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first (61st) calendar day of employment for each Employee hired after the effective date of this Agreement.

**SECTION 2.**

Fair share fee shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix B, attached hereto. Appendix B, including all amendments thereto, is incorporated in this Article by reference.

**SECTION 3.**

Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**SECTION 4.**

The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix B.

**SECTION 5.**

The Union may amend Appendix C by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

**SECTION 6.**

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resorts determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.



**SECTION 7.**

This Article does not waive any of the Employer's right to seek judicial review of any of its provisions at any time.

**SECTION 8.**

The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union agreed that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 9.**

This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix B, no portion of this Article may be amended except with written signed agreement of the parties.

**SECTION 10.**

The Employer shall remit the monthly fair share fee deductions, along with the appropriate listings to the Secretary-Treasurer/Comptroller, Ohio Council #8, AFSCME, AFL-CIO, 6800 N. High Street, Worthington, OH 43085, (614) 841-1918.

**ARTICLE 51**

**MAINTENANCE OF STANDARDS**

**SECTION 1.**

The Employer agrees to maintain working conditions covered by the Agreement as far as practical for the life of this Agreement.

**ARTICLE 52**

**SPECIAL LABOR MANAGEMENT MEETING**

In the event the County decides to sell or transfer the entire body of bargaining unit work to a successor employer, the parties shall meet in a labor management meeting ninety (90) days prior to such action to review said decision.

**ARTICLE 53**

**ZIPPER CLAUSE**

**SECTION 1.**

This Agreement represents the full and complete understandings between the parties as to bargaining matters covered under O.R.C. 4117. The parties recognize that there may be a bargaining duty under Section 2 of the Management Rights Article of this Agreement.

**ARTICLE 54**

**WAGES**

Each bargaining unit member shall receive a 3% wage increase on base wages for the first two years of this contract.

**SECTION 1.**

A. CLASSIFICATION	<u>RATE OF PAY</u>		
	2/1/18	2/1/19	2/1/20
	3.0%	3.0%	0.0%
	-----	-----	-----
Landfill Attendant	\$18.52	\$19.08	
Landfill Utility Worker 1	13.89	14.31	
Landfill Utility Worker 2	18.45	19.00	
Landfill Equipment Operator 1	20.17	20.78	
Landfill Equipment Operator 2	21.62	22.27	

The Landfill Attendant position will receive a \$0.10 per hour increase for each year of experience for up to five years (\$0.50 maximum increase). This adjustment will be made

January 1 of each year. A full 12 months is required to receive the increase. The attendant must be doing satisfactory work as determined by management and have no disciplinary action on file for the previous 12 months.

**SECTION 2.**

- A. For the duration of this contract, if the Board of Commissioners for Wood County grant across the board wage increases to any group of rank and file employees directly under the jurisdiction of the County Commissioners, the Bargaining Unit employees covered by this Agreement shall receive the same increase. Any such increase shall only be for any increase above the amounts already agreed to in this Agreement.

**SECTION 3.**

The parties agree to a reopener of this article for the third year of this agreement.

**ARTICLE 55**

**DURATION/TERMINATION**


**SECTION 1.**

This Agreement shall be effective as of February 1, 2018 and shall remain in effect and full force until January 31, 2021. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing on or before September 1, 2020, prior to the termination (anniversary) or date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of termination of this Agreement is provided to the other party in the manner set forth in the following section.

The parties agree to reopen this Agreement for negotiations related to Article 39, Section 4 Overtime, and Article 54, Wages, in the third year of this Agreement.


**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement at Wood County this \_\_\_ day of \_\_\_\_\_, 2018.

**FOR THE UNION**

  
James M. Bailey  
\_\_\_\_\_

Date: 3/6/2018

**FOR THE EMPLOYER**

  
Doris J. Cunningham  
Cunningham  
\_\_\_\_\_

Date: 3/8/2018