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AGREEMENT BETWEEN

TEAMSTERS UNION
LOCAL 20

AND

THE OTTAWA COUNTY
COMMISSIONERS

(MAINTENANCE UNIT)

January 1, 2020 through December 31, 2022

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PREAMBLE

This Agreement, entered into by the County of Ottawa, hereinafter referred to as the “County,” and the Teamsters Union, Local No. 20, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union,” has as its purpose the following:

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

ARTICLE 1 **RECOGNITION**

Section 1. The County recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case number 2012-REP-12-0138, including: all full-time and regular part-time non-supervisory, non-confidential, and non-management employees in the Ottawa County Maintenance Department; however excluding all other employees under the authority of the Ottawa County Commissioners.

Section 2. The County agrees that it will neither negotiate with, nor make bargaining agreements for, any of its employees in the bargaining unit described above, unless it be through a duly authorized representative of the Union.

Section 3. Wherever used in this Agreement, the term “employees” shall be deemed to include those individuals employed by the County in those positions and classifications included in the above described bargaining unit.

Section 4. Wherever used in this Agreement, the term “County” shall be deemed to include the Ottawa County Commissioners, the Ottawa County Buildings and Grounds Superintendent, or any designee of any of the foregoing, unless otherwise indicated.

ARTICLE 2 **NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union or its officers or members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, sexual orientation, military status, employee organization, political affiliation, age, disability, or genetic information. The Employer and the Union agree to abide by the provisions of applicable Federal and State law regarding these matters.

Section 2. The Employer may undertake reasonable accommodation to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation that adversely affects rights established under this Agreement, the Employer will discuss the matter with the Business Representative or other designated union representatives. If the union doesn't agree with decision of the Employer, the union may begin at step 4 of the Grievance Procedure.

Section 3. 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.

Section 4. The County agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or its representatives against any legal employee activity or employees acting legally in the official capacity on behalf of the Union.

Section 5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any nonunion member exercising the right to decline membership in the Union or to decline participation in Union activities.

Section 6. Alleged violations of this Article that qualify for appeal under the rules of the Equal Employment Opportunity Commission, Ohio Civil Rights Commission or the State Employment Relations Board shall be appealable through the Grievance Procedure contained elsewhere herein, but such grievances shall proceed immediately to that step of the Grievance Procedure immediately preceding arbitration. However, the parties further agree that grievances that allege a violation that is appealable to such an outside agency shall not be arbitrable, but may be submitted to mediation. If an employee or the Union appeals such an alleged violation to any outside agency the employee or the Union shall be deemed to have withdrawn and abandoned such grievance.

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 County.

Section 2. In all cases of an authorized strike, slowdown, walkout, or any unauthorized work stoppage 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, up to and including

immediate discharge any union member participating in an unauthorized strike, slowdown, walkout, or any other cessation of work.

Section 3. Neither the Employer nor its officers, agents or representatives will individually or collectively authorize, cause, condone, instigate or engage in a lockout of members of the bargaining union during the term of this agreement.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. The Union recognizes the right and authority of the County to administer the business of the Maintenance Department, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the County has and will retain the full right and responsibility to direct the operation of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are not modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the Departments' goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the Departments' organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Departments;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the Departments' overall budget and uses thereof;
- K. To maintain and improve the efficiency and effectiveness of the County's operations;
- L. To determine and implement necessary actions in emergency situations; and

- M. To determine the necessity to require mandatory overtime for service emergencies.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the County not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the County, and that nothing herein shall be construed to restrict the County's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 5 **DISCHARGE AND DISCIPLINE**

Section 1. The County may conduct an investigation of any alleged violation committed by an employee of the County's rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

Section 2. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for just cause.

Section 3. An employee's off-duty conduct may result in discipline or discharge if such off-duty conduct impairs the employee's ability to effectively or efficiently perform his assigned job duties, unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of the Department, brings disrepute to the county, or for others reasons giving just cause for such discipline.

Section 4. Forms of disciplinary action may include:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Reduction in pay rate;
- F. Discharge from employment.

Section 5. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of tools, machinery, equipment, or apparatus, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

Section 6. Whenever the County determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed, emailed with

verbal communication with the employee or personally delivered to the employee. Such notice shall also advise the employee of his rights to be represented at the conference by his steward and/or Union representative. Said conference must take place within five (5) workdays from when notice is given, and the time, date and place will be by mutual agreement.

Section 7. Disciplinary action taken by the County against an employee, resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay, shall only be appealable in accordance with the Grievance Procedure contained herein, and such appeal shall be the sole and exclusive remedy available to the employee. For discharge, the Grievance Procedure shall begin at the Third (3rd) Step if necessary to proceed to expedited arbitration.

Section 8. Disciplinary action resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay shall be removed from the file and not considered in any other actions after a period of 36 months. All other disciplinary action shall be removed from the file and not considered in any other actions after a period of 24 months.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 1. The term “grievance” shall mean an allegation by a bargaining unit employee, Union, or the County that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of the Agreement nor those matters not covered by this Agreement.

Section 2. It is the mutual desire of the County and the Union to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort will be made by the County and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

SUPERVISOR

STEP 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee’s immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

DEPARTMENT HEAD

STEP 2. The employee and/or Steward shall reduce the grievance in writing, sign it, and with his Steward, if he so desires, present the grievance to the Department Head within five (5) days of the occurrence giving rise to the grievance. The Department Head shall attempt to resolve the grievance and shall respond in writing to the grievant not later than seven (7) working days following the meeting.

COUNTY ADMINISTRATOR

STEP 3. If the grievance remains unresolved, it shall be presented by the employee, with his Steward if he so desires, to the Ottawa County Administrator within five (5) days after the response of the Department Head. Either party may request a hearing prior to the formal response by the Administrator. The Administrator shall respond in writing within (7) days, if no hearing is held. If a hearing is requested, the Administrator shall respond in writing within seven (7) days after the hearing had concluded.

ARBITRATION

STEP 4. If the decision of the County Administrator is not satisfactory, then the Union shall notify the County in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. Arbitrators shall be chosen by mutual agreement of the parties within thirty (30) days after the response from the County Administrator. If no agreement is reached, the Union must write and request an Arbitrator panel from FMCS within forty five (45) days after the response from the County Administrator. Failure to timely notify the County of intent to arbitrate and/or to request an arbitrator panel will result in the grievance response at the County Administrator's (Step 4) level becoming final. Within ten (10) working days after receipt of such panel, the parties shall meet to select the Arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

Section 3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

In the event of monetary award, the arbitrator shall limit any retroactive settlement to a period of ten (10) working days prior to the date the grievance was presented to the County in Step 1 of the

Grievance Procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 decisions of the arbitrator will be binding on the County, the Union and the employees. All costs involved in obtaining the list of arbitrators shall be shared equally by the parties. The expense of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

Section 4. Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of the Grievance Procedure or to appeal it within the time limits set forth in Steps 3 and 4 of the Grievance Procedure shall result in dismissal of the grievance.

Section 5. Failure by the County to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

Section 6. The County shall provide the Union with a list of the County's designated representatives for each step of the grievance procedure.

Section 7. All grievances advancing to Step 2 shall be filed using the form attached hereto as Appendix D and must contain all information as required by said form.

Section 8. A grievance may be brought by the Union, the County, or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 9. For the purposes of this Article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the County. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the grieved employee when he is the moving party and the working days of the County when it is the responding party.

Section 10. All matters arising under this Agreement that would otherwise be appealable under ORC Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

ARTICLE 7
AGENCY SHOP

Section 1. In recognition of the Union's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit, the employees within the bargaining unit may, within one hundred and eighty (180) calendar days from the effective date of this agreement, or their date of hire, whichever is later, become members of Teamsters Local No. 20.

Section 2. In accordance with this Article, the County will deduct any unpaid Union dues, initiation fees, and equal assessments or service fees owed to the Union, as well as current Union dues, initiation fees, equal assessments or service fees from the paychecks of employees eligible for the bargaining unit, except newly hired probationary employees working during their probationary period. Such deductions shall be made each month for which current dues and any initiation fees or service fees are due the Union. The County further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, uniform assessments, or service fees so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Such deductions shall begin at the completion of the probationary period and continue each month for which current dues and any initiation fees or service fees are due the Union.

Section 3. The County agrees to make such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form must be presented to the County by the Union. Upon receipt of the proper authorization, the County will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the County.

Section 4. The parties agree that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees, assessments and service fees. The Union shall indemnify and save the County harmless against any liability, claims, actions, suits, or proceedings that may arise out of, or by reason of, any actions taken by the County for the purpose of complying with the provisions of this Article. In the event the County is held responsible for the repayment of monies paid to Local 20 pursuant to this Article, Local 20, to the extent of those monies actually received, shall reimburse same to the County and/or the designated employees involved.

Section 5. The County shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) tender of written revocation of dues deduction authorization.

Section 6. The County shall not be obligated to deduct dues, initiation fees, other assessments, or service fees for the wages of any employee, who during any dues month

involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

Section 7. The rate at which dues and service fees are to be deducted shall be certified to the County Auditor by the Secretary-Treasurer of the Union. Thereafter, the Secretary-Treasurer of the Union must give one (1) month advance notice to the Auditor prior to making any changes in an employee's dues or service fee deduction.

Section 8. Except as otherwise provided herein, each eligible employee's written and voluntary signed authorization for dues deduction shall be honored by the County for the duration of this Agreement.

ARTICLE 8 **BULLETIN BOARDS**

Section 1. The parties agree that a reasonable portion of the County's bulletin boards shall be set aside for use by the Union for only those purposes specified in the Article. If, in the exercise of its judgment, the County finds that any such bulletin board space hereafter becomes inadequate to accommodate both County and Union materials, the County shall so notify the Union in writing, and it shall then be the union's responsibility to provide a bulletin board at its own expense for the posting of such Union materials. The location of such Union bulletin board shall be designated by the Building and Grounds Superintendent or his/her designee and shall not be so located as to be visible to members of the general public upon initially entering the offices/buildings.

Section 2. All Union materials of any kind posted on a Union bulletin board shall bear the signature of a local Union officer. Union notices and materials relating to the following matters may be posted without the necessity of obtaining the Building and Grounds Superintendent's prior approval:

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

Section 3. All other notices and materials of any kind not specified in paragraphs A through G of Section 2 above must be given prior approval by the Building and Grounds Superintendent or his/her designee before the posting thereof.

Section 4. No materials may be posted at anytime on a Union bulletin board, which contains any of the following:

- A. Personal attacks upon other members of the Union or upon any other employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the County;
- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

Section 5. No Union-related materials of any kind may be posted anywhere in or upon the County's facilities and premises or upon the County's equipment, apparatus or property of any kind except on a bulletin board designated for the Union's use.

Section 6. The Building and Grounds Superintendent or his/her designee, without interference from the Union, shall cause the immediate removal of any materials posted on a Union bulletin board or elsewhere in violation of this Article.

Section 7. Prior to the posting of permitted material, one (1) copy thereof shall be submitted to the Building and Grounds Superintendent or his/her designee who shall date and initial such copy upon receipt thereof.

ARTICLE 9 **PROBATIONARY PERIOD**

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for a new employee shall begin on the first day for which the employee receives compensation from the County and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may be discharged or laid off at any time during his probationary period and the County's decision to discharge or layoff a probationary employee shall not be subject to the Grievance Procedure contained herein or be otherwise appealable.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. If during that sixty (60) calendar day probationary period, the employee decides that he does not want to keep the position, or if during that sixty (60) day period the County decides that the employee's performance is unsatisfactory, the employee shall be returned to his/her former position, provided however such position has not been subject to reduction in force according to provisions of Article 11 of this agreement.

Section 3. A newly hired probationary employee will be eligible for insurance coverage under Article 34 of the Agreement, sick leave and bereavement leave after completing two (2) months of employment. Newly hired probationary period employees shall receive no other fringe benefits during their probationary period, nor shall they be eligible for promotion.

Section 4. Newly hired employees continuing in the service of the County after the successful completion of their probationary period shall thereafter be entitled to all fringe benefits, and their continuous service shall be computed beginning with the first day for which they received compensation from the County.

ARTICLE 10 **SENIORITY**

Section 1. Seniority is defined as an employee's uninterrupted length of continuous service with the County since the most recent date of the employee's employment by the County, except as otherwise herein provided.

Section 2. If an employee's continuous service is broken, the employee shall lose all previously accumulated seniority unless he is reinstated.

Section 3. Seniority and employment shall be terminated and continuous service broken upon the happening of any of the following events:

- A. An employee quits or resigns;
- B. An employee retires;
- C. An employee is discharged for just cause;
- D. An employee fails to return to work within three (3) workdays after receipt of a notice of recall;
- E. An employee is absent for three (3) consecutive workdays without giving the County notice of such absence and failed to give the County satisfactory reasons for his absence or his failure to give the County notice of his absence;
- F. As provided in Article 25, an employee fails to follow the proper procedure for obtaining a leave of absence or fails to return to active service immediately following the expiration of this approved leave; or obtains a leave of absence by falsification of the facts thereof;
- G. An employee is self-employed or accepts employment with another employer during the period of an approved leave of absence as provided in Article 25;
- H. An employee is laid off a period of twelve (12) consecutive months from the date of layoff;
- I. An employee has been on a leave of absence due to an illness or off the job injury for a period of eighteen (18) consecutive months or an employee has been on a leave of absence due to occupational illness or injury for a period of twenty-four (24) consecutive months;
- J. An employee has falsified pertinent information on his application for employment;
- K. An employee is rendered permanently incapable of performing his assigned job duties due to illness, injury, disability, or handicap. Such permanent incapacitation shall be determined in accordance with the requirements for

disability under the provisions of the Public Employees Retirement System of Ohio.

Section 4. The County may post a seniority list as often as once every twelve (12) months if changes have occurred, on the Union Bulletin Boards, reflecting the length of each employee's continuous service. A copy of the seniority list shall be sent to the union by email.

Section 5. An employee's seniority shall be re-calculated and his most recent date of employment by the County shall be adjusted accordingly whenever the employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days even though such leave of absence does not constitute a break in continuous service. Therefore whenever an employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days, the employee's most recent date of employment by the County shall be advanced to that date which corresponds to that period of time the employee is on such leave.

Section 6. In the event that two (2) or more employees commence service with the County on the same day, the following criteria shall be utilized to determine the most senior employee:

- A. The senior employee shall be the employee with the earliest Resolution to hire date signed by the Commissioners.
- B. If the Resolution to hire date is identical, the County will utilize the date of the employee's application for employment to determine the senior employee.
- C. If the application date is identical, the County will refer to the Social Security Number identified on the application. The lowest Social Security Number will determine the senior employee.

ARTICLE 11 **LAYOFF AND RECALL**

Section 1. The County shall determine when and in which classification(s) layoffs will occur.

Section 2. Within each classification affected, employees will be laid off in accordance with their department seniority and their relative skill and ability to perform the remaining work available without further training as determined by the County. When two (2) or more employees have relatively equal experience, skills, abilities, and qualifications to perform the work available without further training, the employee, or employees, with the least department seniority will be laid off first.

Section 3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their department seniority and their relative skill and ability to perform the work available without further training as determined by the County. When two (2) or more employees have relative equal experience, skill, ability, and qualification to perform the work available without

further training, the employee, or employees, with the most department seniority will be recalled first.

Section 4. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The County shall provide the Union with copies of all such recall notices.

Section 5. A recalled employee shall have three (3) working days following his receipt of the recall notice to return to work, unless a different date for returning to work is specified in the notice.

Section 6. The County's determination concerning an employee's relative skill and ability to perform the work available without further training made in accordance with Section 2 and 3 of this Article, and only that determination, shall be subject to the Grievance Procedure contained elsewhere in this Agreement.

ARTICLE 12 **VACANCIES AND BIDDING**

Section 1. The parties agree that all appointments to positions within the bargaining unit covered by the agreement, other than original appointments, shall be filled in accordance with this Article.

Section 2. Whenever the County determines that a permanent vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy shall be posted upon each of the Union bulletin boards for three (3) consecutive workdays. During the posting period, anyone wishing to apply for the vacant position shall do so by notifying the County of his desire to obtain the position, in writing. The County will provide the following information for each vacancy:

1. Pay scale/wages;
2. Shifts status and workweek starting day (status at inception of position, subject to change in accordance with scheduling provisions of this agreement);
3. Summary of description.

The County shall not be obligated to consider any application submitted after the posting period has expired or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position.

Section 3. The County shall give first consideration to those timely-filed applications of employees already within the bargaining unit. However, if the County determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position, or no one in the bargaining unit bids the job, the County shall then be free to fill the vacancy by

appointing a newly hired employee or a person employed by the County outside the bargaining unit.

Section 4. The position shall be awarded to the individual whom the County determines best possesses the ability to perform the work required. However, if two (2) or more employees are considered by the County to be relatively equal in their ability to perform the work required, seniority shall then govern in awarding the position. The County's determination as to an employee's qualifications to fill a vacant position, and only that determination, shall be subject to the Grievance/Arbitration procedure contained in this agreement, but such determination shall not be otherwise appealable.

Section 5. The County will notify all applicants once the selection has been made.

Section 6. For the purpose of this agreement, the term "Promotion" shall mean the act of placing an employee in a position in the bargaining unit, which carries a higher salary range than that previously held.

Section 7. If an employee is selected for promotion, he shall be compensated at the appropriate rate commencing upon the first day he is assigned to and works in the position.

Section 8. When a vacancy exists, the County shall first make the decision as to whether the vacancy is to be filled on a permanent basis. However, nothing in this article shall be construed to limit or prevent the County from temporarily filling a vacant position pending the County's determination as to whether or not the vacancy is to be filled on a permanent basis. The County shall not temporarily fill a vacant position for a period exceeding sixty (60) consecutive calendar days, and the County shall, not later than the expiration of such period, inform the Union, in writing, of its decision as to whether the vacancy is to be filled on a permanent basis.

ARTICLE 13

ASSIGNMENT OF OTHER EMPLOYEES TO BARGAINING UNIT WORK

Section 1. The County shall not assign other County employees not covered by this Agreement to perform bargaining unit work if the assignment of other County employees to perform such work would result in the layoff of or loss of earning opportunities for bargaining unit employees. This provision shall not apply in the case of extraordinary circumstances.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Section 1. Any employee temporarily assigned to perform the duties of a position with an assigned higher rate of pay than his regular classification shall be paid at the higher rate after he has been assigned to the higher classification for one (1) workweek.

Section 2. The County agrees not to rotate or make assignments to avoid payment of the higher rate of pay.

ARTICLE 15
PERFORMANCE OF WORK BY SUPERVISORS

Section 1. Supervisory and management employees shall not normally perform work regularly done by employees covered by this Agreement, except in the following circumstances:

- A. Emergencies;
- B. When regular employees are not available because of absenteeism, tardiness, illness or injury;
- C. To instruct, train, or assist employees;
- D. To relieve regular employees for lunch or break periods; and
- E. When starting and testing new equipment or processes;

ARTICLE 16
TEMPORARY EMPLOYEES/SUBCONTRACTING

Section 1. The County shall not employ temporary employees in such a manner as to cause the layoff or permanent displacement of employees covered by this agreement.

Section 2. The County will not subcontract work normally performed by bargaining unit employees unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;
- B. The County is required by law to seek competitive bids;
- C. Bargaining Unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. It is less expensive to contract out the work, and the work can thus be done more economically by an outside source.
- F. The County is permitted by law to enter into a shared services agreement.

ARTICLE 17
SAFETY AND HEALTH

Section 1. The County and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

Section 2. The Union agrees that careful observance of safe working practices and County safety rules is a primary duty of all employees. The County agrees to uniformly enforce safety rules without discrimination. Violation of County safety rules shall subject the offending employees to disciplinary action, up to and including discharge.

Section 3. It shall be the responsibility of all employees to immediately report unsafe conditions to the County. The County shall provide employees forms for this purpose. Copies stating pertinent facts on unsafe conditions shall be distributed to the Supervisor and/or Department Head. All incidents/injuries are to be reported to the immediate supervisor within twenty-four (24) hours or as soon as is practicable.

Section 4. An employee who may be injured during the course of a day's employment shall be paid for the hours the employee was scheduled to work that day, if such injury requires the employee to leave the job and seek immediate medical attention. The employee shall provide written verification from a doctor of medical attention in order to qualify for the pay.

Section 5 - Injury Leave/Wage Continuation Policy. In the event an employee suffers a compensable industrial injury or illness, the employee may, subject to the below-mentioned terms, receive injury leave in lieu of workers' compensation lost-time benefits. Wages will be paid at the same base rate of pay the injured employee was making at the time of the injury. The payments will be taxable income and subject to the same tax withholding requirements as one's regular wage. The County will continue to withhold those contributions toward health benefits that the injured employee paid prior to the occupational injury. Vacation and sick leave accrual will continue.

The County recognizes all injuries/situations can be a little different and there may be a need to deviate from the policy and this will be based on the approval of the Disability Management Team.

QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the County or, in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with the Ohio Bureau of Workers' Compensation.
2. Competent medical proof of disability must be provided or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form.
3. Where medically approved by the physician of record, the injured employee agrees to participate in any Transitional Work, Vocational Rehabilitation or Return to Work program offered by the County. The injured worker must also abide by any restrictions or limitations recommended by the physician. Likewise, the supervisor must not require an employee to work outside of his or her restrictions.

4. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations.

TERMINATION CONDITIONS

Wage continuation/injury leave will cease upon any of the following conditions:

1. The physician of record releases the employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to transitional or alternative duty assignment consistent with his/her medical restrictions as approved by the physician of record.
4. Employee fails to appear for employer-sponsored medical examination(s).
5. Employee has reached maximum medical recovery and/or the condition has become permanent.
6. Regardless of the above conditions of termination, management may, at its sole discretion, terminate injury leave benefits at anytime if disability exceeds a total of a twelve (12) week period.
7. Injury leave plan and all benefits can be terminated at management's discretion at any time.
8. The claim is found to be fraudulent after payment has commenced.
9. The injured worker attempts to collect both wage continuation and temporary total compensation.
10. Employment termination; or
11. Violation of any organizational policy or guideline related to Workers Compensation.

Disability Management Team Members:

- A. Safety Coordinator
- B. Human Resources
- C. Department Head/Designee of Injured Employee
- D. Injured Worker
- E. Union Representatives (if applicable) of Injured Employee

The wage continuation agreement will be reviewed by the Disability Management Team on an ongoing basis if the injured employee has not returned to work based on the circumstances of the injury.

ARTICLE 18 TRAINING

Section 1. The County will make reasonable efforts to provide employees with on the job training to prepare employees to perform work in positions within the bargaining unit to which they are or may be assigned.

Section 2. Employees will make reasonable efforts to acquire and maintain the skills required for the performance of work in positions within the bargaining unit to which they are, or may be, assigned.

Section 3. For jobs that require licenses specific to the performance of specific work, A Maintenance Worker shall be permitted to take the test for such required licenses on work time once per license.

The County agrees to pay the testing fee and travel time once per license, after the employee provides documentation that he has passed the test. If classes are offered in order to prepare for the test or a review session is offered, the County agrees to pay for the tuition one time per license, after the employee provides documentation that he has passed the test. The County will not pay travel time nor will the employee be compensated for time spent in class or in a review session. The County agrees to pay the renewal fee for the above required licenses.

Section 4. In the event a Federal or State law requires continuing education credits for the above licenses, the County agrees to pay the cost of approved seminars/classes to obtain the CEU credit, as well as mileage and employee time. Payment for the continuing education credits shall be made by the County prior to the employee taking the class. In the event the employee does not attend the class/training or in the event the employee is no longer employed by the County at the time of the training, the employee is responsible for reimbursing the County for any cost incurred by the County. The reimbursement will be through payroll deduction. This only applies to required CEU classes approved by the County.

The County will make a good faith effort to post CEU trainings held on-site and scheduled by the Buildings and Grounds/Maintenance Department at least three (3) days in advance of such training. The County will only pay for an employee's time and expenses pertaining to CEU's relating to a required license.

Section 5. The County will allow Maintenance Workers to alter schedules to be available, on the employee(s) own time, for CEU training available at County facilities, provided it does not create additional overtime or cause any additional expense to the County.

ARTICLE 19
EDUCATIONAL REIMBURSEMENT

Section 1. Upon written request, the County may approve the reimbursement of tuition (course fee) to obtain additional education or training in an area or field related to the employee's job. If the County determines that such additional training is sufficiently beneficial to the County to warrant payment by the County, and if funds permit, the County may authorize education reimbursement. Approval must be obtained in advance of starting the training, and the employee must present satisfactory evidence to the Employer indicating the amount of tuition paid and proof that the employee has successfully completed the course.

If the employee leaves the employment of Ottawa County within one year of the date of reimbursement of educational assistance, he/she will reimburse the County for 100% of the reimbursement received from the County. If the Employee leaves the employment of the County within two years from the date of reimbursement of educational assistance he/she will reimburse the County for 50% of the reimbursement received from the County.

The employee will be required to authorize the County to deduct the reimbursement owed back to the County from the employee's final pay warrant if necessary.

Section 2. No such reimbursement shall be permitted unless the employee obtains approval thereof before incurring such expenses.

Section 3. Hours spent by an employee obtaining such non-mandatory education or training shall not be counted as hours worked for the purpose of computing entitlement to overtime or for any other purpose.

Section 4. An employee shall receive no such reimbursement in the event he fails to complete such education or training, unless he can demonstrate that his failure to complete such education or training was for good cause. The reimbursement from the County shall be made, in full, as soon as the employee presents verification of a passing grade.

ARTICLE 20
OVERTIME

Section 1. Time and one-half the employee's usual hourly rate will be paid for all hours actually worked in excess of forty (40) hours in any one (1) week. There shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime pay or compensatory time.

Section 2. Overtime shall be offered to those employees qualified to perform the available work within the department or classification by seniority on a monthly rotating basis. Should a situation exist whereby overtime is offered but refused by all qualified employees, overtime will be required on a least seniority basis. Probationary and temporary employees shall not be

allowed to work any overtime unless all qualified bargaining unit employees have been offered the work.

Section 3. Time actually worked on a holiday and emergencies are not considered for overtime calculations if separate compensation is already being paid.

Section 4. If scheduled weekend overtime is offered to an employee prior to 2:00 p.m. on Thursday, the employee shall be required to work overtime; however, if scheduled weekend overtime is offered to an employee after 2:00 p.m. on Thursday, the employee shall not be required to work the overtime.

Section 5. Overtime offered, but refused, shall be considered as overtime worked for the purpose of determining which employee shall be offered available and required overtime. The Department Head and all supervisors shall keep and maintain an updated overtime list, which shall be available to the Stewards for their review.

Section 6. For calculation of overtime “hours actually worked” is defined as actual hours worked and vacation leave. However, vacation leave shall not be counted as “hours actually worked” if vacation is requested and taken after the employee has voluntarily agreed to work the “overtime hours.”

Section 7. Unpaid lunch periods, and all leaves or absences without pay shall be excluded in determining an employee’s active pay status for the purpose of calculating an employee’s entitlement to overtime.

Section 8. All overtime must be authorized by the employee’s immediate supervisor or Department Head.

Section 9. In the event that an unpredictable service related emergency exists whereby the County is liable for controlling such an emergency, overtime shall be offered to those employees qualified to perform such emergency work on a seniority basis. Should a situation exist whereby emergency overtime is offered, but refused, by all qualified employees, the County shall require mandatory overtime on a least seniority basis.

Section 10. Employees may choose to accumulate compensatory time at the rate of time and one half in lieu of overtime payment, but no more than forty (40) hours of compensatory time may be accumulated. Once the employee reaches forty (40) hours of compensatory time, their status will automatically return to overtime pay status.

Section 11. When the maximum hours of compensatory time is reached, payment for overtime work shall be made at the appropriate rate of pay.

Section 12. Upon termination of employment, an employee shall be paid for unused compensatory time that is accrued but unused.

Section 13. The following procedure shall apply to compensatory time requests:

For one (1) day to four (4) days compensatory time, an employee shall make a request in writing to his Department Head at least twenty-four (24) hours in advance.

For more than four (4) consecutive compensatory days, an employee shall make a request in writing to his Department Head at least one (1) week in advance.

Requests for time off shall not be unreasonably denied.

ARTICLE 21 **VACATION**

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the County. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

Years of Service	Actual Accrual	Accrual per 80-hr Pay Period	Entitlement
Less than one year	.0388		No vacation
After 1 year thru year 7	.0388	3.1	2 Weeks
Year 8 thru year 14	.0575	4.6	3 Weeks
Year 15 thru year 24	.0775	6.2	4 Weeks
25 Years or more	.0962	7.7	5 Weeks

An employee who is not in active pay status for part of a biweekly pay period shall earn a prorated amount of vacation leave for that period.

In the event non-bargaining unit employees under the commissioners receive a more favorable accrual schedule, this bargaining unit shall receive the same.

Section 2. Employees of the County may be entitled to vacation service credit earned in other state or local government agencies in Ohio or with the County during periods of prior service provided the interruption in their term of service has not, for whatever reason, exceeded ten (10) years. It is the employee's responsibility to obtain documentation of prior service from the previous employer(s).

For purposes of this article, "vacation service credit" shall include the pre-retirement service within the State, County or a local government agency of a full-time bargaining unit employee who retires in accordance with the provisions of any retirement plan offered by the State and is subsequently re-employed full time by the Employer.

Section 3. No employee will be entitled to vacation leave, nor payment for accumulated vacation, under any circumstances until he has completed one (1) year of employment with the County except that a full-time bargaining unit employee who retires in accordance with the provisions of any retirement plan offered by the State and is subsequently re-employed full time by the employer will be entitled to vacation as soon as it accrues.

Section 4. After completing five (5) years of service with the County, part-time employees shall earn a prorated vacation credit based upon their length of service.

Section 5. Vacations are scheduled in accordance with the workload requirements of the County's individual work units. For this reason, the Department Head may require that vacation requests be made by March 1 of each year. When employees in the same work unit request the same vacation leave period prior to the March 1 date, the determining factor shall be seniority, provided the vacation request is made at least two (2) weeks in advance of the requested date for vacation to begin. Vacation requests received after March 1 will be granted, based upon workload requirements and determined by the first submitted request. If two (2) or more employees in the same work unit submit their request on the same day, the determining factor will be seniority. The parties recognize that the County has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time; however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected. A minimum of one (1) employee will be allowed off on vacation leave at any given time.

Section 6. Vacation schedules are arranged at the discretion of the Department Head, Supervisor or Appointing Authority. All vacation leaves must be requested in advance utilizing a form designated by the County. Vacation taken without notice is considered "absence without leave" resulting in disciplinary action up to and including termination.

Section 7. Generally, approved vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, employees shall be allowed accrual leave up to three (3) years (current and previous two). Any vacation leave in excess of three (3) years shall be eliminated from the employee's vacation leave balance, and the employee shall forfeit his right to take or be paid for said excess accrual.

Section 8. If an employee, while on vacation, contracts an illness, or suffers an injury, or experiences a death in the family which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury, or an official obituary notice in case of a death.

ARTICLE 22
HOLIDAYS

Section 1. All full-time bargaining unit employees and probationary employees, shall receive eight (8) hours pay at their regular straight time hourly rate for the following holidays whether they work on such holiday or not:

New Years Day	Labor Day
Martin Luther King Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving Day	Friday following Thanksgiving
Fourth of July	Christmas Day

If the County Commissioners declare an additional holiday, above and beyond those already approved by the Board, the Bargaining Unit will also receive the additional holiday. The County Commissioners currently recognize ten (10) holidays for non-union employees for whom the County Commissioners are the appointing authority by law. The bargaining unit employees shall receive no fewer or no more than other such County Commissioners' non-union employees.

Section 2. An employee who does not work on his last scheduled workday immediately preceding such holiday, does not work the scheduled holiday, or does not work on his scheduled workday immediately following such holiday, shall not receive the eight (8) hours pay referred to in Section 1 above, unless said employee provides a satisfactory physician's statement to the County substantiating that the employee could not work on the qualifying day(s) because of his or her illness and/or who, subject to approval of the supervisor or Department Head, because of his or her illness without the substantiating physician's statement works a minimum of one half of their scheduled work day. An employee may not be paid sick leave for the above day(s) without a substantiating physician's statement.

Section 3. If an employee, who is eligible for the holiday pay referred to in Section 1 above, works on a holiday recognized in Section 1 above, the employee shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) his regular straight time hourly rate of pay for all hours worked on the holidays. For purposes of this section, the holiday, for employees working a seven-day a week operation, will be the actual holiday.

Section 4. Part-time employees, who have completed five (5) years of service with the County shall be eligible for holiday pay at their regular straight time hourly rate for the holidays referred to in Section 1 above, and such holiday pay shall be prorated based upon the number of hours such part-time employees work in a normal work week compared to the number of hours full-time employees work in a forty (40) hour work week.

Section 5. A part-time employee who does not work on his last scheduled workday immediately preceding such holiday or who does not work on his scheduled workday immediately following such holiday shall not receive his holiday pay referred to in Section 4 above.

ARTICLE 23
UNION BUSINESS AND STEWARDS

Section 1. The County recognizes the right of the Union to designate a Union Steward. The authority of the steward so designated by the Union shall be limited to and shall not exceed officially representing the Union in his designated area of representation.

Section 2. The Union shall provide to the County, the name, address and current phone number of its Steward, which is to be kept current all times.

Section 3. No employee shall be permitted to function as a Steward until the Union has presented the County with written certification of that person's election or appointment, and the Union shall notify the County, in writing, of any changes of Stewards.

Section 4. The duties and activities of Union Stewards shall be as follows;

- A. The Steward shall confine their Union activities during working hours to the investigation and presentation of grievances, and only upon release from his assigned activity by the immediate supervisor;
- B. The Steward shall not conduct Union activities in any work area without notifying the supervisor in charge of that area prior to beginning Union Activities;
- C. In the event the Steward attends a grievance hearing in accordance with the Grievance Procedure contained elsewhere herein, the Steward shall suffer no loss in regular pay or benefits if the County has authorized such grievance hearing to be held during regular duty hours;
- D. The Steward shall make reasonable effort to conduct Union activities during non-work time to avoid disruption of normal work assignments. However, the Steward shall be permitted to conduct authorized Union activities during working hours without loss of pay when it is necessary in order to provide representation to the members. In addition, the Steward shall be paid for time spent during regular working hours in negotiations with the County.
- E. The Steward shall cease unauthorized Union activities immediately upon the reasonable order of his immediate supervisor or upon the reasonable order of the immediate supervisor in charge of the work area in which the Steward is conducting Union activities.

Section 5. Upon advance notification to the Employer, authorized representatives of the Union shall have access to the Employee's premises to contact Stewards or attend meetings as provided herein. Such contact shall not interfere or disrupt normal work activities.

Section 6. Any Steward elected or appointed as an official of the Union or delegate to any regular or special meetings, conventions and seminars necessitating a leave of absence, shall be granted a leave of absence without pay, which shall not constitute a break in service, and will return with the same seniority as though he had been continuously employed, but for no more than five (5) work days per year or fifteen (15) work days over the life of this Agreement, for all

Stewards combined. The Union will provide one (1) week's advance notice to the County when requesting such leave.

Section 7. The Steward shall have no authority to take strike action, or any other action interrupting the County's business, except as authorized by official action of the Union.

Section 8. The County recognizes the limitations upon the authority of the steward as set forth in this Article, and shall not hold the Union liable for any unauthorized acts. The County, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. Stewards who abuse the position shall be subject to disciplinary actions, including dismissal.

Section 9. The Steward shall not use County vehicles in connection with Union activities, without prior approval of the Department Head.

ARTICLE 24 **UNIFORMS AND EQUIPMENT**

Section 1. Any uniforms required by the County shall be furnished and maintained by the County. The County shall provide twelve (12) sets of uniforms per employee. The County shall also provide tools and other equipment necessary for employees to perform their required and assigned work.

Section 2. The County will provide a \$300 allowance to each employee for winter work clothing. The allowance will be issued no more than once per year on or about December 1st.

ARTICLE 25 **PERSONAL LEAVES**

Section 1. Upon written request, the County may grant a leave of absence, without pay, for personal reasons for a period not to exceed thirty (30) consecutive days upon good cause being shown. Such leaves may be granted only in the exercise of the County's judgment and sole discretion. Such written request shall specify the exact reason, or reasons, why the leave is needed.

Section 2. The employee's employment shall continue and his seniority shall accumulate during such leave, subject to the provision of Article 10 (Seniority) of this Agreement.

Section 3. While on personal leave of absence without pay an employee does not accumulate benefits.

ARTICLE 26
BEREAVEMENT LEAVE

Section 1. When an employee has a death in his immediate family and actually attends the funeral, the County will allow the employee up to three (3) workdays off with pay to attend the funeral or to family matters. The County may require documentation, satisfactory to the County, of attendance at the funeral.

Section 2. No employee shall receive bereavement pay for any day the employee was not normally scheduled to work. If bereavement leave falls during an employee's paid leave, the paid leave shall not be charged for the days bereavement leave is paid.

Section 3. Members of an employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, a minor for whom the employee is legal guardian, brother, sister, stepsister, stepbrother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

Section 4. In the event of the death of an aunt or uncle, up to three (3) working days may be utilized for bereavement purposes, provided however the payment is charged to accrued sick leave, followed by vacation or compensatory time.

ARTICLE 27
MILITARY LEAVE

Section 1. The County shall comply with all state and federal statutes regarding military leaves of absence.

ARTICLE 28
JURY LEAVE

Section 1. Employees will be excused from regularly scheduled work for jury duty subject to Section 3 below. The County will compensate an employee who is called to, and reports for panel and/or jury duty, at the employee's straight-time rate for the hours he was scheduled on that day. The employee must provide the County prior notice of jury duty.

Section 2. Employees who are required by the County to appear in court or other proceedings on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must notify their Supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may contact the Prosecuting Attorney's office.

Section 3. If an employee is released from jury duty with four (4) or more hours remaining in his normal workday at the time of release, the employee must contact his Supervisor and, if requested, must return to work.

Section 4. All jury compensation received by an employee as a result of Section 1 shall be remitted by the employee to the County.

ARTICLE 29 **SICK LEAVE**

Section 1 - Crediting of Sick Leave. Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status with the County. Unused sick leave shall accumulate without limit. Sick leave shall be pro-rated to the hours of completed service in each pay period.

Section 2 - Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 3 - Evidence Required for Sick Leave Usage. An employee shall furnish a standard written statement to justify the use of sick leave, or in accordance with Section 5, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 4 - Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person one-half (1/2) hour prior to the time he is scheduled to report to work in each day of absence, unless other arrangements are made with the employee's supervisor. When reporting off sick, the employee must advise his immediate supervisor the reason for his request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Department Head.

Section 5 - Physician's Statement. An employee using excessive amounts of sick leave, or with an illness or disability three (3) or more consecutive workdays or if abuse is suspected shall be required to furnish a statement from the physician before returning to work, notifying the County that the employee was unable to perform his duties during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the County may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability exceeds three (3) consecutive work days.

Section 6 - Physician's Examination. In the event an employee has demonstrated that he is unable to perform his required duties satisfactorily or has used sick leave in an excessive manner, the County may require the employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or granted a disability separation. The cost of such examination shall be paid by the County. Before requiring such examination, the County shall furnish the employee with a written statement indicating the County's reasons for believing that such examination is necessary.

Section 7 - Uses of Sick Leave. Sick leave may be granted to an employee for the following:

- A. Illness, injury or pregnancy-related medical condition of the employee or a member of his immediate family, where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- B. Purposes allowed under Article 26 governing bereavement leave.
- C. Medical, psychological, dental or optical examination or treatment of the employee or a member of his immediate family, where the employee's care and attendance is reasonably required, and which cannot be scheduled during non-working hours.
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

Section 8. The definition of immediate family for the purpose of Section 7(A) of the Agreement shall be: current spouse, parents, stepparents, child, stepchild, child ward, a minor child for whom the employee is legal guardian, brother, sister, stepsister, stepbrother, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, great grandparents, grandparents and grandchildren. The definition of immediate family for the purpose of Section 7 (C) and (D) shall be defined as above when such individual lives with the employee or when it appears justified.

Section 9 - Falsification of Sick Leave Applications. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications with intent to defraud, shall be grounds for disciplinary action, including dismissal.

Section 10 - Illness or Disability Extending Beyond Sick Leave. If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the County shall grant an authorized leave of absence without pay, subject to the provisions of Article 10 (Seniority) of the Agreement.

Section 11 – Sick Leave Abuse. Sick leave is to be used only for legitimate health-related issues as outlined in Section 7. The County reserves the right to investigate instances of sick leave suspected to be fraudulent, Application by an employee for sick leave through fraud or dishonesty will result in denial of leave together with disciplinary action up to and including dismissal.

Section 12 - Payment of Unused Sick Leave Upon Retirement.

- A. Employees with five (5) or more years of actual service with the County, the state or an Ohio political subdivision may elect to be paid in cash for twenty-five percent (25%) of the value of their accrued but unused sick leave credit.
- B. Employees with a total of fifteen (15) or more years of actual service with the County, the state or an Ohio political subdivision (not including military service) with at least ten (10) of those years with Ottawa County may elect to be paid in cash for thirty percent (30%) of the value of their accrued but unused sick leave credit.
- C. Employees with a total of twenty-five (25) or more years of actual service with the County, the state or an Ohio political subdivision (not including military service) with at least fifteen (15) of those years with Ottawa County may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit.
- D. Employees with a total of thirty (30) or more years of actual service with the County, the state or an Ohio political subdivision (not including military service) with at least twenty (20) of those years with Ottawa County may elect to be paid in cash for fifty percent (50%) of the value of their accrued but unused sick leave credit.

Section 13 - Conversion of Sick Leave to Cash or Carry Forward. Pursuant to the following provisions, bargaining unit employees may convert to cash or carry forward sick leave credit at year-end.

- A. Full time employees with a minimum balance of sixty (60) days accrued sick leave will be eligible to convert to cash any part of his/her accrued sick leave up to fifteen (15) days per year at the rate of fifty percent (50%). For full time employees, eight (8) hours equals one (1) day. [The cash benefit conversion shall be equal to one hour of the employee's base rate of pay for every two hours of unused sick leave credit that is converted.] Part time employees will be eligible for the same program on a prorated basis according to the hours regularly scheduled.
- B. The options for conversion of sick leave credit can only be utilized for sick leave credited an employee in the year in which it is accrued.
- C. Cash benefits will be paid once per year at such time as designated by the Board of Commissioners. At the time designated by the Board, employees will elect to receive cash or carry the sick leave forward. An employee not exercising a choice by the deadline established by the Board will automatically have the hours carried forward.

- D. Employees will not have an opportunity to convert to cash any sick leave upon resignation, termination or death. Upon retirement, the “Retirement - Sick Leave Conversion” policy in the CBA covers any cash conversion. All unused accumulated sick leave converted to cash shall be eliminated at the time of sick leave conversion payment and shall not be re-credited to the employee for any reason.

ARTICLE 30
FAMILY LEAVE OF ABSENCE

Bargaining unit employees shall be entitled to applicable leave to which they may qualify pursuant to the Family and Medical Leave Act and County policy.

However, an employee will not be required to reduce his/her accumulated vacation leave below forty (40) hours in conjunction with any leave, which qualifies for FMLA leave. The employee, at his/her option, may elect to utilize remaining vacation leave accumulation below the forty (40) hours if he/she so chooses.

The County may require a second opinion from an examining doctor of its own choosing; which will be paid for by the County. In the event of conflicting opinions between the doctor who issued the Certificate and the doctor selected by the County, the County the employee and the Union will select a third examining doctor whose opinion will be binding upon the County, the Union and the employee. The cost of the third opinion will be shared equally by the County and the Union. The employee and members of the employee’s family must render timely cooperation with the County’s examining doctor and the third examining doctor.

ARTICLE 31
CALAMITY DAYS

Section 1. If the Courthouse is closed due to manmade or natural calamity, and County Commissioners’ employees are not required to work, employees will be compensated at their usual hourly rate of pay for the number of hours for which they were scheduled to work during the emergency period. The County shall advise the employees as soon as possible as to the work status for that day as the information becomes available. It is the employee’s responsibility to remain available and provide the County with a phone number where he/she can be reached immediately after the emergency has been lifted.

Employees may be required to work if the emergency is lifted during the remainder of their scheduled work time. The Supervisor must contact the employee to notify him of the need to report to work for the remainder of the shift.

If the County attempts to reach the employee and the employee is not available and does not report to work, the employee will not be paid for any portion of the calamity day after the attempt to reach the employee was made.

Section 2. If an employee's services are required during such emergency, and conditions permit the employee to report for duty, with or without the County's assistance, the employee shall also receive his usual hourly rate of pay for all hours worked during such emergency in addition to the compensation provided for in Section 1 above.

Section 3. Employees not scheduled to work because of scheduled vacation or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency.

Section 4. An employee who is absent, tardy or leaves work early on days when weather conditions interfere with travel, but when no emergency has been declared by the County officials, is absent without leave and therefore in a no-pay status. The employee may within the same work week, with the approval of the department head, account for time when he/she was absent from his/her job due to inclement weather by working such time in addition to his/her regular schedule or by charging it to vacation leave or compensatory time; otherwise, leave without pay will be charged. Inclement weather is not a valid reason for the use of sick leave.

ARTICLE 32 **TRAVEL REIMBURSEMENT**

Section 1. An employee required to use his personal vehicle for County business shall be reimbursed at the rate established by the Commissioners for other County employees.

Section 2. The County shall not be required to reimburse an employee for travel from his home to his assigned work location or for his return travel to his home.

ARTICLE 33 **PENSION/PUBLIC EMPLOYEES RETIREMENT SYSTEM**

Section 1. The County shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

ARTICLE 34 **INSURANCE COVERAGE**

Section 1. The County shall provide life insurance coverage, and the County shall pay the same amount as paid for other county employees.

Section 2. The County shall provide a hospitalization plan, and the County shall pay the same amount as paid for other county employees.

Section 3. An employee injured in the line of duty, thereby qualifying for workers' compensation benefits for lost wages, shall be eligible to continue to have his monthly hospitalization and life insurance premium paid by the County for all time by the Family and Medical Leave Act (FMLA).

Section 4. The County shall continue to maintain such insurance coverage for employees, who are laid off, or on approved non-medical leave, without pay as required by the Affordable Care Act.

Section 5. The County shall continue to maintain such insurance coverage for employees who are on active pay status on a full time basis.

Section 6. The County shall not be required to provide such life or hospitalization insurance coverage for part time employees, nor shall the County be required to pay any part of part time employees' insurance premiums.

Section 7. Health insurance coverage will be provided in accordance with federal law for those employees on an approved family leave of absence.

A member of the bargaining unit will serve on the County's Health Insurance Committee.

ARTICLE 35 **LABOR/MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor-management relations and effective communications, the parties shall meet as needed for the following purposes:

- A. To discuss the administration of this Agreement;
- B. To notify the Union of changes made by the County which affect bargaining unit members of the Union;
- C. To disseminate general information of interest to the parties;
- D. To discuss ways to increase effectiveness, work performance, and efficiency;
- E. To consider and discuss safety and health related matters;
- F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

Section 2. All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such a request

will likewise submit an agenda of items it wishes to discuss at the meeting, and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than two (2) Union employee representatives shall attend any such meeting. The Union Business Representative shall be permitted to attend all such meetings.

Section 3. Nothing contained in this Article shall prevent the parties from meeting more frequently or less often than provided in Section 1 above in the event the parties mutually agree to meet more frequently or less often.

Section 4. Unless otherwise mutually agreed upon, such meetings shall be limited to two (2) hours in duration.

Section 5. Any Union employee representative attending such meetings during his regularly scheduled working hours shall suffer no loss in pay in connection with such attendance, but he shall not receive overtime compensation as a result of such attendance. An employee representative may be required to work if an emergency arises during such a meeting.

ARTICLE 36 **WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ottawa County Commissioners, the Federal or State legislation, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the County's or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should valid grievances exist they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 37
SAVINGS CLAUSE

Section 1. This agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including Chapter 124 of the O.R.C. Where this Agreement is silent, the provisions of applicable law shall prevail.

Section 2. If any Article or Section of this Agreement, or of any riders hereto, should be held invalid by operations of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of riders hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 38
WAGES

Section 1. During the term of this Agreement, the wages of those employees covered by this Agreement shall be:

<u>Effective date</u>	<u>Wage</u>			
Current	Start 80%	6 months 86%	15 months 93%	27 months 100%
1/1/2020 (2.25%)	\$19.67	\$21.14	\$22.86	\$24.58
1/1/2021 (2.25%)	\$20.10	\$21.61	\$23.37	\$25.13
1/1/2022 (2.25%)	\$20.56	\$22.10	\$23.90	\$25.70

ARTICLE 39
MINIMUM CALL-OUT

Section 1. In the event that an unpredictable service emergency occurs during nonscheduled work hours, employees qualified to perform such emergency work shall be called out and required to work on a monthly seniority basis. Should a situation exist whereby emergency overtime is offered, but refused by all qualified employees, overtime will be required on a least seniority basis. Employees who are called out shall be compensated for a minimum of two (2) hours or the time actually worked, whichever is greater, at a rate equal to one and one-half (1 ½)

times the employees normal rate of pay. This provision shall only apply when the employee has physically left the County premises after a scheduled workday.

Section 2. For purposes of calculating actual time worked over and above the two (2) hour minimum call out, employees shall begin to accrue “work time” after they have clocked in.

Section 3. Recognizing that some employees may work from home or conduct County business via cell phones, the County agrees to pay employees for actual time worked or one hour, whichever is greater.

ARTICLE 40 **HOURS OF WORK AND WORK WEEK**

Section 1. This Article is intended to define the normal hours of work per day or week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal workday or workweek; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours of work per day or week.

Section 2. The normal work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, but exclusive of a daily one-half (1/2) hour unpaid lunch period. Any member required by the County to remain on the job site during his lunch period shall receive the lunch period paid. The work week shall be computed between 12:01AM. on Sunday of each calendar week and 12:00 midnight the following Saturday.

Section 3. Any employee who reports for work without prior notice not to report shall receive either a minimum of two (2) hours of work or two (2) hours of pay at his usual straight time hourly rate.

ARTICLE 41 **DURATION**

Section 1. This agreement shall be effective as of January 1, 2020 and shall remain in full force and effect through December 31, 2022 and shall continue in full force and effect from year to year thereafter until notice, as prior to December 7th of any successive year.

Section 2. If either party intends to amend or modify this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days, nor later than sixty (60) calendar days, prior to December 7, of any successive year. . Such notice of intent shall be given by certified mail with return receipt requested.

Section 3. The parties acknowledge that the provisions of this Agreement constitute the entire Agreement between the parties. Therefore, for the life of this Agreement each party voluntarily waives the right, and each party 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 previously discussed during negotiations.

Section 4. Nothing in this Article shall be construed as preventing the parties from meeting, as elsewhere provided herein, for the purpose of discussing subjects or matters that may arise during the term hereof.

ARTICLE 42
LONGEVITY PAY

Section 1. Regular employees of the County shall be entitled to be paid longevity in accordance with the following formula:

Calendar Years of Continuous Service	Percent of Annual Base Salary
After 5 years	1.0%
After 10 years	1.5%
After 15 years	2.0%
After 20 years	2.5%

The longevity payment shall be made in a separate check to be distributed to the employees on the first payday in December of the year for which the payment is being made.

ARTICLE 43
PERSONAL DAYS

Section 1. All bargaining unit employees with a minimum balance of four hundred eighty (480) hours accrued sick leave will be eligible to exchange accumulated sick time for up to three (3) personal days (24 hours). Two (2) days of accumulated sick leave may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in one (1) calendar year. Personal days may not be carried over from one calendar year to the next.

Section 2. For all personal days, an employee shall make a request to his Department Head two (2) weeks in advance or at the discretion of the Department Head.

Section 3. Personal days may not be exchanged back for sick days.

Section 4. Employees that are disciplined for excessive sick leave abuse will be excluded from participating in this program for a six (6) month period.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this 19 day of December, 2019.

FOR THE EMPLOYER:

Absent
Mark Coppeler, President
Board of County Commissioners

Mark W. Stahl
Mark W. Stahl
Board of County Commissioners

Donald Douglas
Donald Douglas
Board of County Commissioners

FOR THE UNION:

Mark Schmichausen
Mark Schmichausen, President
Teamsters Local 20

Tim Brown
Tim Brown, Business Representative
Teamsters Local 20

Lee Jeffries
Lee Jeffries, Chief Steward
Teamsters Local 20

APPROVED AS TO FORM:

James VanEerten
James VanEerten,
Ottawa County Prosecutor