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MEMORANDUM OF UNDERSTANDING

It is understood by the parties that the results of the labor negotiations concluding in the Fall of 2014, were to maintain the existing contract language with the exception of wages. There shall be no increase in the bargaining unit wage rates effective November 1, 2014. There shall be an increase of three percent (3%) for all of the bargaining unit wage rates effective November 1, 2015.

All other terms and conditions of the existing labor agreement between the Portage County Engineer and Teamsters Local Union No. 436, effective November 1, 2013 and expiring October 31, 2016, shall remain unchanged.

For the Engineer:

For the Union:

Michael A. Marozzi

Christy A. Larson

Dated: 5/7/15

Dated: 5-14-15

**PORTAGE COUNTY ENGINEER
BARGAINING UNIT WAGE RATES**

I. ROAD CREW	11/1/2013 (NONE)	11/1/2014 (NONE)	11/1/2015 3.00%
Laborer	15.37	15.37	15.83
Highway Worker II	17.87	17.87	18.41
Highway Worker III	18.63	18.63	19.19
Highway Worker IV	19.98	19.98	20.58
Bridge Worker	19.98	19.98	20.58
Laborer/Sign Worker	15.37	15.37	15.83
Sign Maintenance Worker II	17.87	17.87	18.41
II. GARAGE			
Mechanic I	18.63	18.63	19.19
Mechanic II	19.98	19.98	20.58
Welder	19.98	19.98	20.58
Stockroom Clerk	17.87	17.87	18.41
Watchman	17.25	17.25	17.77
III. ENGINEERING			
Engineering Aide/Surveying	17.87	17.87	18.41
Engineering Aide/Drafting	19.98	19.98	20.58
Revised 12/19/14			

AGREEMENT
BETWEEN
PORTAGE COUNTY ENGINEER
AND
TEAMSTERS LOCAL UNION
NO. 436

EFFECTIVE DATE: November 1, 2013

EXPIRATION DATE: October 31, 2016

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PREAMBLE

This Agreement is entered into by the Portage County Engineer, Portage County, Ohio, hereinafter referred to as the "Engineer", and Teamsters Local Union No. 436, hereinafter referred to as the "Union". Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the parties have entered into this Agreement which has as its purpose the following:

- Section 1: To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.
- Section 2: To provide for the peaceful and equitable adjustment of differences which may arise.
- Section 3: To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Engineer.
- Section 4: To assure the effectiveness of service by providing an opportunity for employees through their representatives to meet with the Engineer through his representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment subject to applicable provisions of State and Federal laws, and the Constitution of the United States of America.
- Section 5: To ensure the right of every employee to fair and impartial treatment.
- Section 6: To provide an opportunity for the employees covered by this Agreement to participate through the Union in the establishment of the terms and conditions of their employment.
- Section 7: To provide for orderly, harmonious and cooperative employee-employer relations in the interest, not only of the parties, but of the citizens of Portage County.
- Section 8: To promote efficiency and economy and avoid interruption and interference with services to the community in that the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of Portage County.

Toward these goals, the Union and the Engineer agree to devote every effort to assure that their members, officers and representatives will comply with the clear provisions of this Agreement, which shall pertain to all employees within the Bargaining Unit as defined herein, in an atmosphere to be characterized by mutual responsibility and respect.

ARTICLE I
MANAGEMENT RIGHTS

Section 1: It is agreed by the parties that this Agreement does not delegate, surrender or abridge any of the statutory rights of the Engineer.

Section 2: Nothing contained in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to all matters of managerial policy. The Engineer shall retain the right and authority whether exercised or not to administer the business of his department. It is agreed that the Engineer retains and reserves the full right and responsibility to direct the operations of his department, to promulgate rules and regulations and to otherwise exercise the prerogatives of the management, and more particularly, including but not limited to, the following:

- A. To manage and direct his employees, including the right to select, hire, promote, transfer, assign and reassign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for cause, and to maintain discipline 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 determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work forces, staffing patterns, and the department's organizational structure, including the right to layoff employees due to lack of work austerity programs, or other legitimate reasons or to abolish positions or classifications;
- E. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;

- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof and to determine the starting and quitting time of all employees;
- H. To determine the department's budget and uses therefore;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To consolidate, merge or otherwise transfer any or all of his facilities, property, process, or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, process or work;
- L. To terminate or eliminate all or any part of his work or facilities;
- M. To maintain the efficiency of operations, including the right to contract or subcontract out projects and/or work under his jurisdiction;
- N. To exercise complete control and discretion over department organization and the technology of performing the work required;
- O. To set standards of service and determine the procedures and standards of selection for employment.

Section 3: Nothing in this Article is intended to or should be construed to violate any other Article of this Agreement which specifically modifies the aforementioned rights.

Section 4. The Union knowingly, unmistakably and clearly waives the right to bargain about during the term of this Agreement the exercise by the Engineer of any and all traditional, statutory or contractual rights reserved to the Engineer under this Article and/or Ohio Revised Code Chapter 4117 and which are not specifically modified by any Article of this Agreement.

Section 5: It is a management right to expect that each employee will perform as efficiently and productively as possible and to the best of his/her skills and abilities. The Union and Employer also acknowledge their mutual interest in enhancing productivity, eliminating waste, strengthening harmony, cooperation and good will between the Employer and the employees.

**ARTICLE 2
UNION RECOGNITION**

Section 1: For the purposes of this Agreement, the Engineer recognizes the Union as the sole and exclusive collective bargaining representative in regard to wages, hours, terms and conditions of employment for all bargaining unit employees. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time and part-time (twenty [20] hours or more per week on a regular basis) individuals employed in and hold the following classifications:

Laborer	Custodial Worker
Highway Worker II	Welder
Highway Worker III	Watchman
Highway Worker IV	Laborer/Sign Worker
Bridge Worker	Sign Maintenance Worker II
Mechanic I	Engineering Aide/Inspecting
Mechanic II	Engineering Aide/Surveying
Stockroom Clerk	Engineering Aide/Drafting

Section 2: All current positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

Section 3: Notwithstanding the provisions of this Article, clerical, management, confidential, fiduciary, supervisory, casual, temporary, seasonal, part-time (less than twenty [20] hours per week on a regular basis), and employees in the unclassified service shall not be included in the bargaining unit.

ARTICLE 3
UNION REPRESENTATION

Section 1: The Union shall notify the Engineer in writing of the names of all employee Union representatives, such as Steward and Alternate Stewards. Union representatives will not be recognized by the Engineer under the terms of this Agreement until he is properly notified in writing.

Section 2: The Engineer agrees to recognize under the terms of this Agreement, one Steward and one Alternate for all the bargaining unit employees.

The Authority of the Steward shall be limited to, and shall not exceed the following duties and activities: The investigation and presentation of grievances in accordance with and as authorized by the Union and its officers.

The Alternate Steward shall have the same authority as the regular Steward but shall only have this authority in the absence of the regular Steward.

Section 3: The Steward shall have the right, during working hours and without loss of regular pay, to perform the following functions as reasonably necessary:

- A. Represent employees, when requested and where specifically provided by this Agreement, in conferences with the Engineer or his representatives.
- B. Represent employees, when requested, in grievance hearings as defined in this Agreement.
- C. Prepare and investigate grievances provided there will be no interruption to the Engineer's work schedule.

Section 4: The activities of non-employee Union representatives shall be governed as follows:

- A. Authorized agents of the Union shall have access to the Engineer's establishment during working hours for the purpose of adjusting disputes, discussing and/or investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Engineer's working schedule. Such access may begin one-half (1/2) hour before the regularly scheduled work day, and extend one-half (1/2) hour beyond the end of the regularly scheduled work day.

B. Any authorized Union agents seeking such access shall notify the person designated by the Engineer twenty-four (24) hours in advance as to the time and nature of his business. The giving of advance notice shall not be required when the Union agent is seeking access for the purpose of investigating a grievance which is pending or immediately imminent. Upon arrival, the agent shall notify the designated person by the Engineer of his arrival, where he intends to go and his estimated time of departure. The agent shall also notify the person designated by the Engineer when he actually departs.

Section 5: Any employee representative failing to abide by the provisions of this Article shall be subject to appropriate disciplinary action.

Section 6: A Union Steward and /or business agent and/or Union legal counsel shall be an employee's exclusive representative(s) under the provisions of this Article or Article XIII, Grievance and Arbitration Procedure, for all disciplinary matters. No other representative of the employee shall be recognized by the parties or allowed to participate in or attend any of the proceedings or provisions of this Agreement.

ARTICLE 4 NO STRIKE/NO LOCKOUT

Section 1: Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Portage County. Therefore: The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathetic strike, work stoppage, or any other interruption of operations or services of the Engineer, by its members or other employees of the Engineer during the term of this Agreement. When the Engineer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Engineer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

Section 2: The Engineer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 1 above.

Section 3: Nothing in this Article shall be construed to limit or abridge the Engineer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 5
UNION SECURITY

Section 1: The Engineer and the Union agree that membership in the Union is available to all employees occupying classifications as determined by this Agreement to be appropriately within the bargaining unit thirty-one (31) calendar days after the start of the new hire probationary period.

Section 2: The Engineer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee on a form provided by the Union and acceptable to the Engineer. The signed payroll deduction form must be presented to the Engineer by the employee. Upon receipt of the proper authorization, the Engineer 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 Engineer.

Section 3: It is specifically agreed that the Engineer and the County assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Engineer and the County harmless from any claims, actions or proceedings by any employee arising from deductions made by the Engineer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4: The Engineer shall be relieved from making such employee "check-off" deductions upon (a) termination of employment; (b) transfer or promotion to a job classification other than one included in the bargaining unit; (c) layoff from work; (d) during an unpaid leave of absence; (e) revocation of the check-off authorization; or (f) termination or expiration of this Agreement.

Section 5: The Engineer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In the event such deductions are not made, the

Engineer shall make the appropriate deductions from the following pay period. The Engineer is not required to make any partial dues deductions.

Section 6: It is agreed that neither the employees nor the Union shall have a claim against the Engineer for any error in the processing of deductions unless a claim of error is made to the Engineer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is determined that an error was made, it will be corrected during the next pay period in which Union dues would normally be deducted. Payroll deduction of dues shall be authorized for the exclusive, recognized bargaining agent only.

Section 7: The names of all Union member employees and the rate at which dues are to be deducted shall be certified to the Engineer, by the Treasurer of the Union, thirty (30) days subsequent to the effective date of this Agreement. One (1) month advance notice by certified mail, must be given the Engineer's office prior to making any changes in the rate of dues deduction, including fair share fee payers. The Engineer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

Section 8: Deductions provided for in this Article are further subject to the procedures and regulations of the County Auditor and shall only be made during one (1) pay period each month.

Section 9: Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement, unless an employee certifies in writing to the Engineer and the Union that the dues check-off authorization has been revoked. Each Union member employee who has authorized the deduction of dues shall be afforded the opportunity, during the thirty (30) day period prior to the expiration date of this Agreement, in which to authorize the revocation of such dues deduction.

Section 10: All dues deductions, at the Engineer's option and upon ten (10) days written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, may be canceled at the Engineer's option upon twenty-four (24) hours notice to the Union.

Section 11: All current employees in the bargaining unit as of the effective date of this Agreement and all new employees hired on or after the effective date of this Agreement, who do not become members within thirty-one (31) calendar days following the beginning of employment shall be required to pay a Fair Share Fee as a condition of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement

and of settling grievances and disputes arising under this Agreement; and, (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues; provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the Fair Share Fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. All current employees, who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from the membership, shall be subject to the Fair Share Fee provision as provided for in this Article. Those non-probationary employees who are not members of the Union as of June 1, 1992, who become members of the Union on or after the date of execution of this Agreement and who thereafter withdraw from the membership shall also be subject to the Fair Share Fee provision of this Article.

Section 12: The Engineer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and By-Laws of the Union. The County shall be free from any liability for any amounts so collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.

ARTICLE 6
PLEDGE AGAINST DISCRIMINATION

Section 1: The Engineer and the Union recognize their respective responsibilities under Federal and State Civil Rights laws, the Americans with Disabilities Act (ADA), fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby re-affirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or disability.

Section 2: All references to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include both male and female employees.

Section 3: The Engineer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or any of his representatives against any bargaining unit employee because of the union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4: The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

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 employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 6: In the event a reasonable accommodation becomes necessary under the ADA, the Employer agrees to notify the Union in order to discuss possible accommodations which could potentially conflict with the terms of this Agreement. Thereafter, the Employer may make any accommodation provided it is not arbitrary or capricious.

ARTICLE 7 BULLETIN BOARDS

Section 1: The Engineer agrees to provide space on a bulletin board in a proper location of the department for use by the Union.

Section 2: All Union notices which are to be posted on the bulletin board shall be submitted by the Steward to the Engineer's designee for posting. Union notices relating to the following matters may be posted by the Engineer's designee without receiving prior approval of the Engineer:

- A. Union recreational and social meetings;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections.

Section 3: All other notices of any kind not covered in A through E above must receive prior approval of the Engineer. The Engineer has the right to remove any notice not receiving prior approval as required by this section. It is also understood that no material will be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;

- C. Attacks on any employee organization, regardless of whether the organization has local memberships;
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 4: No Union related material of any kind may be posted anywhere in the Engineer's facilities or on the Engineer's equipment except on the bulletin board designated for use by the Union.

Section 5: Any employee found to be violating the provisions of this Article may be subject to disciplinary action.

ARTICLE 8 WORK RULES AND POLICIES

Section 1: The Union recognizes that the Engineer or his designee, in order to carry out his statutory mandates and goals, has the right to promulgate work rules, policies, procedures, and directives, and to amend such rules, policies and procedures as necessary, consistent with statutory authority and this Agreement to regulate the personal conduct of employees and the conduct of the Engineer's services and programs.

Section 2: It is agreed that where the Engineer has determined that written work rules are necessary, and to the extent any work rules, policies or directives have been reduced to writing, the Engineer will post a copy of said rules for all bargaining unit employees at least ten (10) working days in advance of the effective date.

Section 3: All work rules, policies and directives shall be interpreted and applied uniformly to all bargaining unit employees to the extent that they may be similarly affected.

Section 4: Any employee violating these rules, policies or procedures shall be subject to disciplinary action.

ARTICLE 9 EXAMINATIONS

Section 1: The Engineer retains the management right to conduct physical and agility testing, psychological testing and any other non-discriminatory job-related testing for probationary employees and require that such tests be taken prior

to hiring or prior to the completion of a probationary period.

Section 2: The Engineer also retains the management right to conduct physical and agility testing, psychological testing and any other non-discriminatory job-related testing where the Engineer reasonably determines such testing to be necessary to ensure the continuing capabilities of non-probationary employees.

Section 3: All such testing shall be conducted by outside agencies as selected by the Engineer and shall be promptly complied with by all members of the bargaining unit. The Engineer shall pay for the cost of such testing unless specifically provided for elsewhere in this Agreement. The Engineer shall not be obligated to compensate job applicants for any time spent during the examination process. The Engineer shall be responsible to employees for the time spent at the place of examination.

Section 4: Should the Union disagree with the examination results, the Union may take the matter to Step 2 of the Grievance and Arbitration Procedure in this Agreement.

Section 5: Due to the linkage between alcohol/drug abuse and work place problems such as absenteeism, occupational accidents, reduced productivity, and the threat of injury to fellow employees and the public, alcohol and drug abuse is a problem that can be neither ignored nor tolerated. In order to provide an enhanced work environment, fair and predictable rules, and a chance for help for those who want it, the Engineer sets forth the following substance abuse program:

- A. An inactive condition of alcoholism and/or drug dependency shall not be considered to adversely affect employment so long as: (a) current use does not adversely affect job performance or constitute a significant threat to property or safety; and (b) all work rules, the obligations specified herein, and the Engineer's attendance policy are strictly observed.
- B. Being under the influence of drugs or alcohol and/or the use, possession, transfer or sale of alcohol or drugs on the Engineer's premises or projects are grounds for discharge. First offenders shall be referred to the Engineer's Employee Assistance Program (EAP), the successful completion of which shall be a condition of continued employment; provided, however, that any first offender who; (a) causes serious injury or extensive property damage; or, (b) possessor sells illegal drugs, may be subject to immediate discharge.
- C. Any employee who appears to be under the influence of drugs or alcohol or is involved in an accident or incident and appears to be under the influence of drugs or alcohol, shall be subject to a drug/alcohol test to be conducted or

confirmed by a hospital or highway patrol department as the situation warrants. Any attempt to hinder or delay, or any refusal to take such test shall be deemed an offense for purposes of (B) above.

- D. If there is a reasonable suspicion to suspect drug or alcohol possession, use, or sale, an employee's vehicle, tool box, clothing, personal effects, handbag, lunch box, or any container brought on the premises shall be subject to immediate inspection. Any attempt to hinder or any refusal to permit such inspection shall be deemed an offense for purposes of (B) above.
- E. The EAP will be available on a voluntary basis to any employee who feels he or she may benefit thereby and should be utilized by any employee who is concerned about the possible reactivation of a condition of alcohol or drug dependency.
- F. All employees who must use a prescription drug that may cause adverse side effects (e.g. drowsiness, impaired reflexes or reaction time) must inform their supervisor that they are taking such medication, its possible side effects and the expected duration of use. If prescription drug use could cause performance or safety problems, the employee may be granted sick leave.
- G. The term "drug" means any chemical substance that produces physical, mental, emotional or behavioral change, including, without limitation, cocaine, heroin, marijuana (cannabis), amphetamines or barbiturates, but does not include drugs prescribed by a physician (M.D., D.O., or D.D.S.) currently licensed to practice in the State of Ohio. "Illegal drug" means any controlled substance as defined by the FDA. The term "test" may include breathalyzer or any test of urine, blood or other body fluids. An employee who provides a urine sample but declines a blood sample shall be bound by the results of the urinalysis.

ARTICLE 10 PROBATIONARY PERIOD

Section 1: The probationary period for newly hired employees is 180 days excluding any time spent on unpaid leave of absence and the probationary period for promoted employees is 90 days, excluding time spent on leaves of absence.

Section 2: The Engineer shall be free to terminate newly hired employees during the probationary period at his sole discretion without recourse by the Union or the employees to the Grievance and Arbitration Procedure in this Agreement, to any form of action, or to the State Personnel Board of Review.

Section 3: If, during the promotional probationary period, the Engineer determines the

employee is unable to adequately perform the duties of his new position, the employee shall be returned to his former, same or similar position without recourse by the Union or the employee to the Grievance and Arbitration Procedure in this Agreement, to any form of concerted action, or the State Personnel Board of Review.

Section 4: Promoted employees shall receive the rate of pay of their new position at the beginning of the promotional probationary period. Newly hired employees shall receive one hundred percent (100%) of the amount paid for the classification into which they are hired during their probationary period.

ARTICLE 11 PERSONNEL FILES

Section 1: The employment records of each employee shall be open to the inspection of the employee upon one (1) work day advance notice provided that the Personnel Administrator is available. In his absence, the Personnel Administrator will have an alternate designee if reasonably available. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable advance request made to the Engineer.

Section 2: Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. Upon written request of an employee to the Engineer, verbal and written reprimands and suspensions will cease to have force and effect after eighteen (18) months provided there are no same or similar disciplinary actions during such period of time.

Section 3: Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Engineer.

ARTICLE 12 CORRECTIVE ACTION

Section 1: Corrective action shall be for just cause and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reduction; or (e) discharge from employment.

Section 2: The Engineer agrees that the principles of progressive corrective action will be followed with respect to offenses as determined by the Engineer. Inefficiency, dishonesty, drunkenness, immoral conduct, insubordination,

discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office shall be cause of disciplinary action.

Section 3: Progressive discipline shall be applied by the Engineer, taking into account seniority, the nature of the violation, the employee's record of grievable past discipline, and the employee's record of performance, attendance and conduct. Discipline will generally be applied in a progressive manner.

Section 4: All records of disciplinary action shall cease to have force and effect beyond eighteen (18) months unless same or similar offenses have re-occurred during that time.

Section 5: Any disciplinary action which affects a non-probationary bargaining unit employee whether verbal and/or written may be appealed solely through the Grievance Procedure of the Agreement and may not be appealed through any other procedure including the State Personnel Board of Review. Probationary employees have no right of appeal.

Section 6: An employee shall be given a copy of any written warning, written reprimand, or any other written disciplinary action entered on his personnel record.

Section 7: Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged.

Section 8: As used in this Article, insubordination shall be defined as the willful failure to obey a direct order of a supervisor without justification.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance is an employee or Union complaint alleging that management has violated or misinterpreted a specific Section and/or Article of this written Agreement.

Section 2: The parties agree that it is their mutual desire to provide for the prompt adjustment of grievances with a minimum amount of disruption to work schedules. Every responsible effort will be made by the parties to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

PRELIMINARY STEP:

An employee having a grievance will first attempt to resolve it informally with his immediate supervisor. If the employee is not satisfied with the response from his supervisor, he may then proceed to Step 1.

STEP 1:

The employee shall present the written grievance to the immediate supervisor within seven (7) calendar days after the event upon which the grievance is based. The grievance form shall set forth details of the grievance and relief requested, and shall be dated and signed by the employee. The immediate supervisor may meet with the employee and a Union representative, if the employee so requests, within seven (7) calendar days in an attempt to adjust the grievance. The immediate supervisor shall either schedule a meeting or provide an appropriate written answer within seven (7) calendar days following the day on which the supervisor was presented the grievance. If a meeting is scheduled, the supervisor shall have seven (7) calendar days following the meeting in which to answer the grievance.

STEP 2:

If the grievance is not satisfactorily settled in Step 1, the employee shall present it in writing to the Engineer or his designee within seven (7) calendar days after the Step 1 answer. The Engineer or his designee shall meet with the employee and the Union Representative, if so requested, within seven (7) calendar days thereafter in an attempt to adjust the grievance. Within seven (7) calendar days after the Step 2 meeting, the Engineer shall give a written answer to the employee. If the grievance is not satisfactorily settled in Step 2, the Union may proceed to arbitration as provided in this Article on behalf of the affected employee.

Section 3:

The grievance shall be processed on a form provided by the Engineer and in order to be considered must contain the following information: statement of the facts; date of the alleged event giving rise to the grievance; specific Article(s) Section(s) of the Agreement alleged to have been violated or misinterpreted; specific relief requested; name of supervisor and date

grievance was informally discussed; and signature of grievant(s).

Section 4: A grievance may be brought by 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. If a group grievance is a policy grievance, it shall be filed directly at Step 2 of the procedure.

Section 5: All grievances must be processed at the proper step in order to be considered at subsequent steps. If the grievance is not filed in a timely manner, it shall be deemed not to have existed. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time provided shall be considered resolved based upon the Engineer's last answer. Any grievance not answered by the Engineer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. When an employee covered by this Agreement represents himself in a grievance, the Engineer will provide the Union with the opportunity to be present at the adjustment which shall not be inconsistent with the terms of this Agreement. The grievance and arbitration procedures provided in this Article shall constitute the sole and exclusive method for resolving grievances between the parties under the terms of this Agreement and there shall be no rights of appeal to the State Personnel Board of Review.

Section 6: Should a grievant, after receiving the written answer to his grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an Arbitrator. The Union must make written application to the Engineer for arbitration within fourteen (14) calendar days of the written answer from the Engineer at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Engineer.

Section 7: Arbitration Procedure:

- A. Within fourteen (14) calendar days following the receipt by the Engineer of the Union's application for arbitration, the Union must request in writing a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service.

- B. Upon receipt of the list of Arbitrators, the parties shall meet to select an Arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) Arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question.
- C. Either party shall have the option to completely reject the names provided by the Federal Mediation and Conciliation Service and request another list, prior to the commencement of the selection procedure by name striking. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- D. The Arbitrator shall hold the arbitration hearing promptly, but not later than ninety (90) calendar days from selection unless by mutual written agreement of the parties, and issue his decision within thirty (30) days thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement which are in question. The Arbitrator's selection shall be consistent with applicable law.

Section 8: The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of the Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issues presented that is proper with 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 so submitted to him or to submit observations or declaration of opinion which are not directly essential in reaching a decision on the issue in question.

Section 9: The Arbitrator shall be without power or authority to make any decision:

- A. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Engineer so long as such practice, policy, rules or regulations do not conflict with the Agreement;
- B. Concerning the establishment of wage rates not negotiated as part of this Agreement.

Section 10: The Arbitrator shall not 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. In the event of a monetary award the Arbitrator shall limit any retroactive settlement to the date the grievance was presented at Step 1 of the Grievance Procedure.

Section 11: The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction.

Section 12: The first question to be placed before the Arbitrator will be whether or not the 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.

Section 13: The decision of the Arbitrator will be final and binding upon the Union, the employee and the Engineer. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Engineer, the Union and the grievant.

Section 14: All costs directly related to the services of the Arbitrator, the cost of any proofs purchased at the direction of the Arbitrator, the fee of the Arbitrator and the rent, if any, for hearing rooms shall be borne by the losing party.

Section 15: Each party's cost of preparation for and participation in any arbitration hearing, and the expense, if any, of the witnesses shall be borne by the party incurring such expenses and/or calling such witness(es). The fees of the court reporter shall be paid by the party requesting one, unless both parties so request, in which case the parties shall divide equally the cost of such service, including transcription costs. For purposes of this Section, both parties will be considered to have jointly requested the reporter if both parties order a copy of the transcript.

ARTICLE 14 SENIORITY

Section 1: For the purposes of this Agreement, seniority shall be an employee's uninterrupted length of continuous service with the Engineer. An employee shall have no seniority for the probationary period as provided in this Agreement, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Among those with the identical length of continuous service, seniority shall be determined by the length of service within the classification.

Section 2: Within thirty (30) days of the effective date of this Agreement, and during January of each year of the term of this Agreement, the Engineer shall post a seniority list according to classification. Employees shall have fourteen (14) calendar days from the date of posting to protest any alleged errors in the list. If no such protest is made during the fourteen (14) day period, the list as posted, shall be conclusive and no grievance may be filed thereafter concerning an employee's position on the list.

Section 3: Except as specifically provided elsewhere in this Agreement, seniority shall be the governing factor in regards to layoff, recall and vacation preference, provided all other qualifications are equal.

Section 4: As used in this Agreement, a "break in service" shall occur when an employee:

- A. Is discharged for just cause;
- B. Retires or resigns;
- C. Is laid off for more than twelve (12) months;
- D. Fails to accept an offer to return to work following a layoff.

Section 5: A break in service shall not occur when an employee remains in an inactive payroll status or when the employee is on one of the following types of absences:

- A. An approved leave of absence;
- B. A layoff of less than twelve (12) months duration;
- C. A resignation or termination when the employee is re-employed or re-instated by the Engineer within a thirty (30) day period;
- D. A pending grievance on a discharge;
- E. A suspension for disciplinary purposes.

ARTICLE 15 LAYOFF AND RECALL

Section 1: In the event that the Engineer suffers a lack of work or funds necessitating a reduction of the workforce, the Engineer shall have the right to institute a layoff.

Section 2: Layoffs and recall shall be conducted solely in accordance with the terms and conditions of this Article. The provisions in this Article shall supersede all other provisions of the Ohio Revised Code governing layoffs and recalls.

Section 3: The Engineer shall layoff that number of individuals as is required, in the reverse order of seniority, within the affected classifications. The Engineer shall eliminate all seasonal, temporary, and part-time employees, in that order, before year-round employees.

Section 4: Any employee receiving notice of layoff shall have five (5) working days following receipt of said notice in which to use his seniority to exercise his right to displace another employee. An employee who is laid off or who is displaced as a result of a layoff, shall have the right to displace the employee with the least seniority within the laid off or displaced employee's classification. If the employee is unable to displace a less senior employee within the same classification, the affected employee may displace a less senior employee in a lower classification within the employee's classification series as identified in attached Exhibit A.

Any employee who displaces into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is displaced from this position shall have five (5) working days in which to exercise his displacement rights in a similar manner. Any employee who does not have sufficient seniority and/or the skill, ability and qualifications to displace another employee, shall be laid-off and placed on a recall list.

Any employees laid off or displaced from his classification by the procedures of this Article, may elect to take the layoff rather than exercise his displacement rights. Such election shall be made at the time the layoff occurs and shall be considered final within five (5) working days of receipt of the layoff notice unless the employee so notifies the Engineer in writing of his decision to exercise his displacement rights as provided in this Article.

Section 5: Laid off employees shall remain on a recall list for twelve (12) months from their last day of work. Recall from layoff shall be made from the list in reverse order of layoff providing that the recalled employee is able to perform the available work without greater than normal supervision and training. The Engineer shall notify the employee by certified mail sent to the last place of residence shown for the employee on the Engineer's records. If the employee has not accepted the offer of recall within ten (10) days of the date of mailing, the offer shall lapse and the employee shall be removed from the seniority list.

Section 6: The Engineer shall not contract out bargaining unit work which effects a reduction in the size of the bargaining unit workforce, provided said work is customarily performed by the bargaining unit employees and/or that contracting out is not required by law.

ARTICLE 16
HOURS OF WORK/OVERTIME

Section 1: This Article is intended to define the normal hours of work in effect at the time of this Agreement. Nothing contained herein shall be construed as preventing the Engineer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of the number of hours of work per day or per week.

Section 2: The normal work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of a daily one-half (1/2) hour lunch period. The work week shall be computed between 12:01 A.M. on Monday of each calendar week and at 12 o'clock midnight on the following Sunday. Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by his immediate supervisor.

Section 3: Each employee shall be granted a ten (10) minute rest period with pay which will be scheduled whenever practicable approximately midpoint in the first one-half (1/2) of the employee's regular work shift and in the second one-half (1/2) of the shift. Employees who extend their rest period shall be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

Employees shall be permitted a reasonable time at the end of each work day before quitting time for wash-up and a reasonable time immediately prior to lunch for wash-up, provided facilities are available at the work location. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes.

As used in this Section, a "reasonable time" means an amount of time not to exceed ten (10) minutes at all yards of the Engineer; provided that extensions where appropriate may be obtained from the supervisor.

Section 4: When an employee is required by the Engineer to work more than eight (8) hours in a standard work day or more than forty (40) hours in a standard work week, he shall be paid overtime pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. For all the purposes of

calculating hours worked in the standard work day or standard work week, all hours in an active pay status shall be considered time worked. Any hours in unpaid status during the standard work day or work week shall be deducted from any eligible overtime hours under this Article at the end of each work week.

Section 5: By reason of the nature of the work of the Engineer's operations, it is not always feasible to maintain the same working hours of all personnel during operational emergencies. At such times as may be necessary for operational emergencies such as snow and ice control, acts of God, etc., therefore, the Engineer may establish other hours of work on a daily basis for employees who were called out for such on the preceding evening. In the event that employees are called out for operational emergencies, the Engineer shall not schedule such employees for less than the normal hours in the regular work day; however, such hours need not be scheduled consecutively. Any hours worked outside of the regular work day shall be paid at time and one half (1 1/2) the employee's regular rate of pay. Employees may only use sick leave for bona fide illness during the eight (8) hours comprising the shift as adjusted and established by the Superintendent.

In addition, employees may be required to report to work before the beginning of their regular shift and/or stay beyond the end of the regular shift to work reasonable additional hours as necessary in such situations.

Section 6: The Engineer shall endeavor to rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Engineer agrees to maintain overtime rosters on a calendar year basis which shall be made available to the employees upon request. Said roster shall include a list of overtime hours worked, refused, negative contacts and total hours of overtime offered.

An employee who is offered overtime and refuses an overtime assignment, shall be credited on the roster with the amount of overtime refused. A negative contact shall be considered a refusal for purposes of this Section. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours.

A negative contact shall be defined as no answer at the employee's residence, reaching a machine recording, or the employee being otherwise unavailable. Employees who have unreasonable excessive negative contacts and/or who demonstrate a pattern of unavailability shall be subject to disciplinary action.

Section 7: It is understood that nothing in this Article shall require payment for overtime hours not worked, and there shall be no pyramiding of overtime.

ARTICLE 17
CALL-IN PAY/REPORT PAY

Section 1: Whenever an employee is called to work at times other than his regular shift, to work hours which are not adjacent to hours he worked in his regular shift, he shall be guaranteed four (4) hours work or pay at the discretion of the supervisor for such work at the appropriate rate as provided elsewhere in this Agreement.

Whenever an employee is called into work in response to an emergency situation, the Engineer or his designee, shall be able to use discretion in determining which employee to call in for such situations.

Section 2: In the event an employee is required to report other than for pre-scheduled overtime and at times other than his regular shift, but no work is available, the employee shall be sent home and paid two (2) hours at the appropriate rate of pay.

ARTICLE 18
JOB POSTINGS

Section 1: When the Engineer determines that a permanent vacancy exists in the bargaining unit or a new position is created in the bargaining unit, the Engineer shall post, for seven (7) working days, a notice of opening stating the job classification and rate of pay.

Section 2: Employees who wish to be considered for the posted job must file written application with the Engineer by the end of the posting period. The Engineer shall not consider any application submitted after the posting period.

Section 3: Entry level positions (Laborer, Mechanic I, Stockroom Clerk, Watchman, Engineering Aide/Inspecting, etc.) shall not be subject to the bidding procedures of this Article. However, the Engineer shall post any openings in these positions at or before the time he opens the positions to the general public. Employees interested in a lateral transfer to one of these positions shall be considered along with outside applicants.

Section 4: When the Engineer determines that two (2) or more applicants are equal in qualifications, experience, education and past performance (disciplinary record, attendance, etc.), seniority shall govern and the most senior qualified applicant will be awarded the vacancy.

Section 5: In the event that no applications are received or none of the applicants meet

the qualifications or requirements for the posted position, the Engineer or his designated appointee may fill the vacancy by hiring a new employee.

Section 6: Any employee promoted under the provision of this Article shall serve a promotional probationary period in accordance with the applicable Article and Sections of this Agreement.

**ARTICLE 19
TEMPORARY ASSIGNMENTS**

Section 1: An employee, temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, shall receive the rate of that higher classification for the period so assigned provided:

- A. The employee must be assigned to, qualified for, and must perform functions of a higher rated classification that are normally performed by the person replaced in order to receive the higher compensation for that time. For purposes of this Article, an employee who is in a formal training program for the classification is not entitled to higher classification.
- B. The term "higher rated classification" refers to classifications that have a higher base rate of pay.

Section 2: An employee may be temporarily assigned work in a lower classification, but shall continue to receive his regular rate of pay during such assignments. This Section is not intended to cover an employee who is demoted.

**ARTICLE 20
HEALTH AND SAFETY**

Section 1: The Engineer shall use reasonable efforts to provide safe working conditions, equipment and work methods for the employees covered in this Agreement. The Engineer shall not knowingly require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipment with the safety appliances prescribed by law.

Section 2: It shall be the duty of all employees covered by this Agreement to use and maintain the safety equipment provided by the Engineer and to follow all safety rules and safe working methods recommended for their safety.

Section 3: The Union agrees that careful observance of safe working practices and Engineer safety rules is a primary duty of all employees. The Engineer

agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees; said rules shall be enforced without discrimination. Violation of Engineer safety rules subject the offending employee to disciplinary action.

Section 4: The employees shall immediately, or at the end of their shift, report any suspected defects in equipment to their immediate supervisor. The supervisor will make arrangements with the Maintenance Superintendent to have the piece of equipment inspected. The equipment will be considered ready for the employees' further use when the inspection and/or any corresponding repairs have been completed.

It is understood between the parties that the Engineer has the right to determine when equipment is safe and ready for use. Any Employee who refuses to operate any such equipment that has been deemed ready for use by the Engineer will be subject to disciplinary action.

Section 5: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Engineer and shall turn in all available names and addresses of witnesses to the accident.

Section 6: There is hereby established a joint Health and Safety Committee which shall consist of three (3) members appointed by the Engineer and two (2) bargaining unit members and one (1) Representative to be appointed by the Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures and to encourage all employees to follow said procedures. The Committee shall meet at least once per quarter.

ARTICLE 21

LEAVES OF ABSENCE WITHOUT PAY

Section 1: Application For Leave

All leaves of absence without pay, and any extensions thereof, must be applied for in writing to the Engineer at least ten (10) calendar days in advance of the date on which the leave is requested to being, except in emergency leaves which shall be handled on an individual basis. A leave of absence shall be requested and authorized on a form designated by the Engineer. Employees who have completed their probationary period are eligible for a leave of absence without pay.

Section 2: Personal Leave of Absence

The authorization of a personal leave of absence without pay is a matter of administrative discretion. The Engineer, or other designated representative, shall decide in each individual case if a leave of absence is to be granted. The duration of a personal leave of absence shall not exceed six (6) months.

Section 3: Disability Leave of Absence

When an employee becomes physically incapacitated for the performance of the duties of his position, he may request a disability leave of absence without pay provided his disability continues beyond his accumulated sick leave and provided the procedures established in this Section are followed.

The Engineer may require supporting medical evidence from a licensed physician to justify the need for a disability leave. If the employee is hospitalized upon expiration of accumulated sick leave rights, the disability leave will be given without examination. An employee who has been given a disability leave shall have the right to be reinstated to the same or similar position as he held at the time of his leave. The Engineer may require that the employee undergo a physical examination by a licensed physician to determine that the employee has completely recovered from such disability and can perform all the duties of his former position. The Engineer will arrange and pay for the cost of such examination.

Disability leave will be granted for a period up to six (6) months with the provision for a six (6) month extension, upon submission of an application to the Engineer and accompanied by supporting medical evidence from a licensed physician.

Section 4: Maternity Leave of Absence

Any employee who becomes pregnant may request a leave of absence without pay for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties. The employee may, at her discretion, utilize her accrued sick and /or vacation leave for maternity purposes prior to being placed on maternity leave of absence without pay. The duration of a maternity leave of absence shall not exceed six (6) months.

If the Engineer has reason to believe an employee under this section cannot perform the duties of her position, the Engineer may require that the employee undergo a physical examination. The Engineer shall arrange and pay for the examination. If the physician certifies that the employee is unable

to continue to work, the employee may, at her discretion utilize her accrued sick and/or vacation leave prior to being placed on maternity leave of absence.

An employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and be limited to a maximum duration of six (6) months total.

Section 5: Educational Leave of Absence

An employee may request a leave of absence without pay for the purpose of education, training or specialized experience which would be of benefit to the operations of the Engineer by improved performance. Granting such leave shall be at the discretion of the Engineer for a period up to six (6) months, with the provision for a six (6) month extension.

Section 6: Military Leave of Absence

The Engineer agrees to abide by all applicable Federal and State laws regarding the re-employment rights of employees in the bargaining unit who enter military service.

Section 7: Fringe Benefits

Time spent on authorized leave of absence without pay is to be counted in determining length of service for purposes of vacation or other purposes where seniority is a factor. However, an employee on a leave of absence without pay shall not be entitled to receipt, payment or accumulation of any other fringe benefits.

Section 8: Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Prior to being reinstated, the Engineer may require a physician's statement of release. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Engineer.

Section 9: Failure To Return From Leave of Absence

An employee who fails to return to duty upon expiration of a leave of absence without pay shall be considered absent without leave and subject to disciplinary action. An employee who fails to return to duty within three (3) days of completion of a leave of absence, without notification to the

Engineer, will be considered to have abandoned his position and may be discharged for neglect of duty.

Section 10: Abuse of Leave

If it is found that a leave of absence without pay is not actually being used for the purpose granted, the Engineer may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee will also be subject to disciplinary action for falsification of his request for leave of absence.

Section 11. Court Leave For Personal Matters

It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic courts, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences are considered leave without pay, unless an employee uses his earned vacation time for this type of absence. Notice of such leave shall be given by the employee in accordance with Section 1 of this Article.

**ARTICLE 22
HOSPITALIZATION**

Section 1. The Engineer will provide to his employees the same medical insurance coverage, and upon the same terms and employee conditions, if any, as that provided by the Portage County Commissioners for their other County employees.

Section 2: The Engineer will continue to provide the medical insurance coverage upon the same terms as provided in Section 1 for a period not to exceed three (3) consecutive months for an employee on a bona fide work related workers' compensation illness or injury.

**ARTICLE 23
LEAVES OF ABSENCE WITH PAY**

I. SICK LEAVE

Section 1: Sick leave of 4.6 hours is earned for each 80 hours of active payroll status and shall be prorated for other than full-time employees. Sick leave is cumulative without limits. An employee will not be granted more sick leave

than he has accumulated. The maximum number of hours an employee may accrue in a calendar year is one hundred twenty (120) hours.

Section 2: To notify the Engineer of absence, an employee must notify the office at least one half (1/2) hour before his regular start time. Employees holding the Watchman classification are required to notify the office of absence one (1) hour before the start of their shift.

Before an employee is paid for sick leave, that employee must request approval by completing an Application for Paid Leave and turn in this request form no later than the end of the next regular day worked. A failure to do so shall result in a denial of the employee's leave request. If the duration of such absence is for more than two (2) consecutive days, the employee shall be required to submit a physician's statement indicating the nature of the illness or injury.

Section 3: If an employee is aware that he will be absent from work for two (2) consecutive days or more due to illness or injury, he shall so notify his supervisor of the anticipated length of absence and will not be required to report off every day. In the case of an extended sick leave, generally longer than a work week, the employee shall be required to submit a statement from his physician indicating the nature of the illness or injury and the probable date of return to work when the employee can perform all of the duties of his position. If the physician is unable to anticipate the employee's probable date of return to work, such statement shall be provided by the physician on a monthly basis. If an employee has an extended illness, which requires the use of all his accumulated sick leave, he may use his accrued vacation to cover such absence at his discretion. When all such paid leave is exhausted, he may apply for an unpaid leave of absence as provided elsewhere in this Agreement. Employees may not engage in activities which are inconsistent with the claimed illness or injury.

Section 4: Sick leave must be used in consecutive days; employees who are not otherwise in active payroll status cannot take one (1) day sick leave periodically in order to maintain active payroll status. Sick leave shall be used in minimum increments of thirty (30) minutes.

Section 5: Immediate family, by definition, shall include spouse, child, mother, father, grandparent, grandchild, mother-in-law and father-in-law. Extended family, by definition, shall include all of the members of the immediate family and sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents, aunts and uncles, and a person for whom the employee is guardian.

Section 6: Sick leave may be used upon approval of the Engineer as follows (verification may be required from the employee):

A. Illness, injury, or pregnancy-related condition of the employee.

- B. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- C. Death of a member of the extended family. Sick leave may be used for absence up to three (3) days. Two (2) additional days will be permitted if the funeral is more than 250 miles from the employee's home or there are unusual circumstances.
- D. Medical, dental or optical examination, or treatment of the employee or a member of the employee's immediate family where the employee's presence is reasonably necessary.
- E. Exposure of an employee or a member of the employee's immediate family to a contagious disease which could be communicated to and jeopardize the health of other employees.

Section 7: Previously unused accumulated sick leave of an employee who has been separated from public service shall be credited to him up to a maximum of thirty (30) days upon employment with the Engineer, provided that employment occurs within ten (10) years of the previous date of termination.

Section 8: Any abuse of sick leave, any abuse of sick leave policy, or any unexplainable use of sick leave shall be sufficient cause for an appropriate form of discipline.

Section 9: Employees who retire from the service of the Engineer, according to the rules and regulations established by the applicable retirement body, shall be compensated in a lump sum for that portion of unused sick leave as follows: Twenty-five percent (25%) of all sick leave hours on credit, with the maximum payment being:

- A. Two hundred and forty (240) hours for employees with one (1) to five (5) years of completed service with the Engineer or other Portage County agency.
- B. Three hundred sixty (360) hours for employees with six (6) to ten (10) years of completed service with the Engineer or other Portage County agency.
- C. Four hundred eighty (480) hours for employees with eleven (11) to fifteen (15) years of completed service with the Engineer or other Portage County agency.
- D. Seven hundred twenty (720) hours for employees with sixteen (16) or

more years of completed service with the Engineer or other Portage County agency.

Said lump sum shall be calculated on the basis of the employee's annual wage on retirement. Employees who have received retirement benefits payment under this Section, shall not be eligible for sick leave re-accrediting upon re-employment.

II. VACATION LEAVE

Section 1: Full-time employees shall be entitled to vacation with pay after one (1) year of continuous service with the Engineer as follows:

YEARS OF SERVICE	VACATION CREDIT EARNED YEARLY	CREDIT EARNED EIGHTY (80) HOURS
1 thru 7	2 weeks	3.1 hours
8 thru 14	3 weeks	4.6 hours
15 thru 24	4 weeks	6.2 hours
25 and Over	5 weeks	7.7 hours

Any employee, current or new hire, that has prior service with the state, or any political subdivision of the state, shall have this service credit counted for purposes of computing the amount of vacation leave to which he/she is entitled.

Section 2: Vacation leave is accrued only to determine an employee's benefits upon his retirement or upon separation from service. Upon separation from service, retirement or death, an employee will be paid in one lump sum for accrued as well as earned unused vacation. Vacation should be used in the year following its accrual. An employee shall not be permitted to carryover, at calendar year's end, more than two (2) full years of vacation except under special circumstances at the discretion of the Engineer.

Section 3: Employees will take their vacation during the year at the convenience of the Engineer and upon approval in advance from their supervisor. During the first month of each calendar year, employees will be given an opportunity to indicate, on a form provided, their vacation leave preference. Seniority shall be a factor in determining the schedule. Once a department vacation schedule is determined, it shall not be changed without the consent of the involved employees, except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period or wishes to change the time of his vacation, will be given his vacation leave without regard to seniority.

Section 4: Vacations shall be scheduled in advance and may be taken in minimum increments of one-half (1/2) day, either the first half or second half of the regularly scheduled shift, provided a twenty-four (24) hour advance notice is given and subject to the operational needs of the Department. Emergency

vacation may be granted in minimum increments of one (1) hour for bona fide emergencies which are spontaneous and could not have otherwise been avoided by the employee. The Engineer may require supporting documentation as appropriate. Where the employer suspects abuse of the emergency vacation privilege, such vacation may be denied.

III. COURT LEAVE WITH PAY

Section 1: The Engineer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision other than when an employee is a party. All compensation received for such court or jury duty is to be remitted by the employee to the Engineer.

If an employee is involved in litigation that is directly related to the employee's performance of required job duties, within the scope of his employment with the Engineer, then such appearance in court will be covered by provisions of this Section.

Section 2: When an employee is released from court or jury duty prior to the end of his scheduled work day, he shall report to work for his remaining scheduled hours. When an employee is required to report for court or jury duty after the start of his regularly scheduled work day, he shall report to work and shall be released from work in sufficient time to appear in court.

Section 3: In order to be eligible for payment under this Article, the subpoenaed employee must notify his supervisor within seventy-two (72) hours after receipt of the subpoena or a notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

Section 4: If an employee is cited for violation while operating a County vehicle, the time of court appearance shall be deducted from his vacation accrual.

IV. MILITARY LEAVE WITH PAY

Section 1: An employee required to serve in a National Guard or Reserve Unit for training periods or emergency service shall be paid the difference, if any, between his regular military pay and his straight time pay for the hours he would otherwise have been scheduled to work for periods not to exceed a maximum of twenty-two (22) working days per year. The employee is required to submit to the Engineer an order or statement from the appropriate military commander as evidence of such required duty and the amount of compensation received.

V. COMP TIME

Section 1: Full-time employees shall be entitled to accrue Comp Time after one (1) year of continuous service with the Engineer. One (1) hour of overtime will equal one and a half (1.5) hours of comp time up to a maximum of 40 hours each year. Unused comp hours will be paid out the first pay period of November each year. Prior to requesting comp time off, the total amount requested has to be accrued by the day the request is made.

Section 2: Generally, a maximum of three (3) bargaining unit employees off on comp time per day; e.g. from the Highway Worker II, III and IV classifications series, including the Bridge Workers, Welder, Mechanics and Traffic Safety.

The scheduling of comp time, however, is necessarily dependent upon operational needs.

Section 3: Employees will take their comp time during the year between April 1 and November 1 at the convenience of the Engineer and upon approval in advance from their supervisor. The employee will make a signed, written request, on a form provided, on the same day that the overtime is worked requesting that a portion of or all of his over time be changed to comp time. The employee will give the completed form to the appropriate Foreman that day prior to leaving the building. If the form is not filled out the same day and turned over to the Foreman, all of the overtime for that day will be paid out as it would normally be.

Section 4: Comp time shall be scheduled (24) hours in advance and may be taken in minimum increments of (1/2) day, either the first half or second half of the regularly scheduled shift, if operational needs allow it. Seniority shall NOT be a factor in determining the schedule, the first three (3) employees that request any given day, will be awarded the comp time, if operational needs allow it.

ARTICLE 24 HOLIDAYS

Section 1: Full-time bargaining unit employees and part-time employees who regularly work twenty (20) hours or more per week are entitled to a normal work day's pay for each holiday. When working five (5) eight-hour per day work weeks, the holiday shall be eight (8) hours pay. When working four (4) ten-hour per day work weeks, the holiday shall be ten (10) hours pay. Holiday pay for part-time employees shall be paid on a pro-rated basis (i.e., an employee who works twenty (20) hours per week shall receive four (4) hours of holiday

pay for each holiday listed herein.) Holiday pay will not be given while an employee is on leave of absence.

Section 2: Holidays recognized under the terms of this Agreement shall be as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	
Christmas Day	December 25

If a holiday falls on Saturday, it shall be observed on Friday. If a holiday falls on Sunday, it shall be observed on Monday.

Section 3: To be eligible for holiday pay as specified in this Article, the employee must work the last scheduled workday prior to and the next scheduled workday immediately following each of the holidays herein listed, unless an employee is on court leave with pay or the employee uses his vacation leave or a statement from a physician is presented indicating the justifiable nature of an employee's absence. It is understood that if the holiday falls during the employee's vacation period, he shall be paid for the holiday.

Section 4: Any employee who works on a holiday and is not regularly scheduled to do so, shall be entitled to additional compensation at a rate of time and one-half (1 1/2) the employee's regular base rate of pay beyond his holiday pay, in accordance with the terms and conditions of this Agreement.

Section 5: If a holiday occurs during a period of suspension, the holiday shall be considered as one of the suspension days and the employee shall not receive holiday pay.

ARTICLE 25
LABOR/MANAGEMENT MEETINGS

Section 1: In the interest of sound labor/management relations on a mutually agreeable date and time and at the request of either party, but not more frequently than once every two (2) months, the Engineer and/or his designee shall meet with not more than two (2) representatives of the Union, to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2: An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Engineer which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond Step 2 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union Representative and the Engineer the opportunity to share the views of their members/employees on topics of interest to both parties;
- G. To discuss health and safety matters relating to employees.

Section 3: It is further agreed that if a labor/management meeting has been requested, and mutually agreed upon, it shall be convened as soon as possible.

Section 4: Employee representatives who are scheduled to be at work during the time of a meeting shall receive no loss of pay.

**ARTICLE 26
PAYMENT OF COMPENSATION**

Section 1. The Engineer shall pay the employees through the Portage County Auditor's Office upon such terms and conditions as prescribed by the County Auditor.

**ARTICLE 27
WAIVER IN CASE OF EMERGENCY**

Section 1: In the cases of circumstances beyond the control of the Engineer, such as an Act of God, riot, flood, civil disorder, earthquake, or other similar situation which may require a declaration of emergency by an appropriate governmental official, the Union agrees that the Engineer reserves the right, during any such emergency, to assign employees to work duties without

regard to the provisions of this Agreement and that the time limits on management's replies for grievances shall be suspended.

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 to which they had properly progressed.

**ARTICLE 28
ACKNOWLEDGMENT**

Section 1: The Union and the Engineer acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Engineer and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matters which either were referred to, or covered, in this Agreement, or which could have been, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

**ARTICLE 29
SEPARABILITY**

Section 1: If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances, shall for any reason, be adjusted by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental Agreements shall remain in full force and effect for the Agreement term.

**ARTICLE 30
COMPENSATION**

Section 1: There shall be no increase in wage rates during the first year of this contract.

The parties agree to reopen negotiations at the end of the first and second years of the contract only to negotiate wages for the second and third years of the contract.

Section 2: The Engineer agrees to continue to provide uniforms at the current rate of two (2) changes per week for all employees in the following classifications: Mechanic Series and Welder.

Section 3: A tool allowance shall be provided to Mechanics and Welders as reimbursement for tools which are job related and customarily provided by the Mechanics and Welders in order to perform their job duties and responsibilities. In order to receive the allowance, Mechanics and Welders must obtain the pre-approval of the garage superintendent and submit a receipt for reimbursement. The allowance for Mechanics shall be limited to \$380.00 per year of the contract. The allowance for Welders shall be limited to \$250.00 per year of the contract. Unused allowances may not be carried over from contract year to contract year.

Section 4: Whenever an employee is designated as a "crew leader" by the Road Crew Superintendent, said employee shall receive on a day-to-day basis an additional one dollar (\$1.00) per hour. A crew leader provides direction and answers questions as needed for a crew of generally 4 - 5 employees for specialized projects. The crew leader must be able to effectively delegate tasks, identify and secure necessary materials, provide leadership guidance, and ensure completion of county projects in a timely manner.

Section 5: Each January, the employer will provide two (2) pairs of gloves for each member of the bargaining unit.

**ARTICLE 31
COMMERCIAL DRIVER'S LICENSE**

Section 1: It is the responsibility of employees to maintain the minimum qualifications of their classifications as established by the Engineer and/or mandated by State or Federal law, including a Commercial Driver's License (CDL) and any required endorsements. The County Engineer shall determine the qualifications and requirements for each classification.

Section 2: Employees failing to maintain the minimum qualification of their classification or who do not comply with State or Federal requirements may elect to take a voluntary reduction of position if a permanent vacancy exists in a lower classification at the lower rate of pay and for which the employee is qualified for a period not to exceed sixty (60) calendar days. If such a vacancy does not exist or the employee does not voluntarily accept the reduction, the employee will be placed on a leave of absence without pay for a period not to exceed sixty (60) calendar days. If the employee fails to regain the minimum qualifications by the end of the sixty (60) day period, the employee may be terminated at the discretion of the Engineer.

Section 3: All employees are expected to make reasonable and diligent effort to maintain the minimum qualifications of their classifications.

ARTICLE 32
DURATION AND TERMINATION

Section 1: This Agreement shall be effective as of **November 1, 2013**, and shall remain in full force and effect until **October 31, 2016**, its termination date.

Section 2: If either party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notices shall be sent by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

AGREED THIS 16TH day of October, 2014

TEAMSTERS LOCAL UNION NO. 436

Gary M. Tiboni
Gary M. Tiboni, President

John M. Fortesque
Jack (John) Fortesque, Secretary Treasurer

Christopher J. Pavone
Christopher J. Pavone, Vice President/Business Representative

PORTAGE COUNTY ENGINEER

Michael A. Marozzi
Michael A. Marozzi, P.E., P.S.

BOARD OF PORTAGE COUNTY COMMISSIONERS

Kathleen Chandler
Kathleen Chandler, President

Maureen T. Frederick
Maureen T. Frederick, Vice President

Sabrina Christian-Bennett
Sabrina Christian-Bennett, Board Member

APPROVED AS TO FORM:

Leigh E. Herington
Leigh Herington, Esquire

EXHIBIT A
CLASSIFICATION SERIES*

- A. Laborer
Highway Worker II
Highway Worker III
Highway Worker IV; Bridge Worker; Welder

- B. Stockroom Clerk
Mechanic I
Mechanic II

- C. Custodial Worker/Watchman

- D. Laborer/Sign Worker
Sign Maintenance Worker II

- E. Engineering Aide/Inspecting; Engineering Aide/Surveying;
Engineering Aide/Drafting

* IN ORDER TO EXERCISE BUMPING RIGHTS, EMPLOYEES MUST POSSESS NECESSARY QUALIFICATIONS.