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AGREEMENT

BETWEEN

THE HANCOCK COUNTY ENGINEER'S OFFICE

AND

AFSCME OHIO COUNCIL 8, AFL-CIO

SERB CASE NO. 2010-MED-10-1632

EFFECTIVE

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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PREAMBLE

This Agreement, entered into by the Hancock County Engineer, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, herein after 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 understandings and agreements 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 1.1. The Employer recognizes the Union as the exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order of June 7, 2001, in Case No. 01-REP-01-0027.

Section 1.2. For purposes of this Agreement, the bargaining unit is defined as follows:

Included: All employees of the Hancock County Engineer's Department in the classification of: Maintenance Mechanic I, II and III; Highway Maintenance Worker II, III, and IV; Serviceman.

Excluded: All management-level, confidential and supervisory employees as defined in the Act, all seasonal and casual employees as defined by the board, including: County Engineer; Office manager; Deputy County Engineer; Assistant Engineer; Superintendent of Roads; Assistant Superintendent of Roads; Computer Officer; Equipment Maintenance Supervisor; Traffic Supervisor; Clerk Typist I and II; Surveyor; Engineering Aid I, II and III; Tax Map Draftsman; Highway Maintenance and Construction Foreman and Ditch Maintenance Foreman.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1. The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but without limiting to the following:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the public employer,

standards of services, its overall budget, utilization of technology, and organizational structure;

- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the Employer as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3 **NON-DISCRIMINATION**

Section 3.1. Neither the Employer nor AFSCME shall unlawfully discriminate against any employee in the bargaining unit in a manner which would violate any applicable laws because of race, color, disability, national origin, age, sex, or military status.

Section 3.2. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from Union membership.

Section 3.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 **UNION RIGHTS AND REPRESENTATION**

Section 4.1. Union Access. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

Section 4.2. Stewards. The Employer shall recognize two (2) employees to act as union stewards for purposes of representation as specifically outlined in this Agreement. The writing and investigating of grievances may take place on work time, provided the employee has the permission of his supervisor to take such action during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working time.

Section 4.3. Designation of Representatives. The union shall provide the Employer an official roster of its local officers, assigned union representatives and stewards, which is to be kept current at all times by the union and shall include the following:

1. Name;
2. Union position held, and;
3. Work address and phone number of non-employee representatives.

No employee shall be recognized as a union representative until the union has presented the Employer with written notice of that person's selection. The union agrees that no representatives of the union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 4.4. Bulletin Boards. The Employer agrees to provide the union bulletin board space for the exclusive use of the union, to be located in an agreed upon area. The union may post the following items without prior notice:

1. Notices of union meetings;
2. Notices of elections;
3. Notices of social or recreational events;
4. Notices of conferences or conventions;
5. Notices of appointment of union representatives.

All other notices must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory, obscene, or politically partisan. The Employer or his designee shall have the right to remove any such notice that is posted without the prior approval of the Employer or his designee. The Employer further reserves the right to issue corrective discipline to any employee found responsible for violating this section.

ARTICLE 5
DUES DEDUCTIONS

Section 5.1. The Engineer agrees that dues will be deducted from the first pay period of each month from each employee who certifies in writing on an authorization signed individually and voluntarily of his desire that such deductions be made when authorized by AFSCME. No deduction shall be made until the employee has completed one hundred twenty (120) days of employment. The signed authorization must be presented to the County Auditor's Office by the employee or the employee's designee.

Section 5.2. Notice of the amounts of the above deductions will be furnished to the Engineer by AFSCME. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later. Once dues are remitted to AFSCME, their disposition thereafter shall be its sole obligation and responsibility.

Section 5.3. The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the amount of the dues deduction.

Section 5.4. The Engineer shall be relieved from taking such employee dues deductions upon termination of employment; transfer to a job classification other than one included in the bargaining units; lay-off from work; an approved leave of absence; or written revocation of the dues authorization given to the Engineer's Office. An employee may execute such written revocation no sooner than forty-five (45) days, nor later than thirty (30) days prior to the expiration of the Agreement.

Section 5.5. AFSCME shall indemnify and hold the Engineer's Office harmless from any and all claims, demands suits or other forms of liability that arise out of reason of action taken or not taken by the Engineer for the purpose of complying with any of the provisions of this article or any errors or omissions by the Hancock County Auditor or his office.

Section 5.6. Deductions provided for in this Article are further subject to the procedures and regulations for the County Auditor and shall only be made during one pay period each month. In the event a deduction is not appropriately made for any AFSCME member during any particular month, the Engineer, upon written verification from AFSCME will make the deduction during the next pay period that union dues would normally be deducted, but only if the deduction does not exceed the total of two (2) months regular dues. Such claim of error must be submitted to the Engineer not more than sixty (60) calendar days after the error was made.

Section 5.7. All dues deductions, at the Engineer's option and upon ten (10) calendar days written notice by certified mail to AFSCME may be canceled upon the termination date of this Agreement. All dues deductions for any month in which AFSCME members individually or collectively engaged in a work slow-down, or any concerted effort to interfere with public service, may be canceled at the Engineer's option upon twenty-four (24) hours notice to AFSCME.

ARTICLE 6 **SENIORITY**

Section 6.1. Seniority Defined. Seniority is defined for purposes of this Agreement as the uninterrupted length of continuous service in the employment of the Engineer. An authorized leave of absence, including an absence under the Family and Medical Leave Act, does not constitute a break in service and seniority time continues to accumulate during the term of the leave provided that the employee returns to service following such authorized leave but in no event may such consideration exceed twelve (12) months of absence for seniority consideration.

Section 6.2. Break in Service. If an employee is terminated or resigns from employment for any reason other than layoff, a break in service and seniority occurs. An employee who is reinstated within one (1) year of the date of layoff retains previously accumulated seniority but receives no seniority credit for time spent while on layoff.

Section 6.3. Promotions. In the event a bargaining unit employee, who is promoted to a position outside the bargaining unit, is returned to the bargaining unit during the promotional probationary period shall retain all previous seniority accumulated prior to the promotion.

ARTICLE 7 **PROBATIONARY PERIODS**

Section 7.1. Initial Probationary Periods. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) workdays, which the Employer may extend for a period not to exceed ninety (90) days due to unsatisfactory performance. A probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Section 7.2. Promotional Probationary Period. A promoted employee will be required to successfully complete a probationary period of a hundred and twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period. Provided such return occurs within the first sixty (60) days of the promotional probationary period the employee shall have no appeal over such return. A promoted employee may return to their prior position within the first thirty (30) days of the promotional period upon written notice to the Employer.

Section 7.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 8
HOURS OF WORK/OVERTIME

Section 8.1. This Article is intended to define the normal hours of work per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day workweek. The workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday.

Section 8.2. The Employer shall determine when it is necessary for bargaining unit employees to perform work in excess of forty (40) hours per workweek. When an employee is required by the Employer to work in excess of forty (40) hours during the workweek, the employee shall be paid overtime pay for such time over forty (40) hours in a workweek at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours of work for the purpose of this Agreement, unless otherwise specifically stated, shall mean all hours in active pay status, which shall be defined as actual non-overtime hours worked, vacation leave, sick leave and holidays. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The working of overtime by bargaining unit employees is mandatory upon assignment by the Employer.

Section 8.3. Except when prohibited by unusual or emergency circumstances, each employee shall be provided a fifteen (15) minute rest period during each four (4) hour period of continuous work. Rest periods shall be scheduled or approved by the Employer.

Section 8.4. Except when prohibited by unusual or emergency circumstances, employees scheduled to work an eight (8) hour workday or longer shall be granted a thirty (30) minute meal period.

Section 8.5. The Employer may elect to grant compensatory time in lieu of payment for overtime. Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Employees shall not be permitted to accumulate more than fifty-six (56) hours of compensatory time in any calendar year, unless approved by the Employer. Any compensatory time in excess of fifty-six (56) hours shall be paid to the employee, unless approved as described above.

Notwithstanding the above compensatory time accumulation maximum, the Employer may elect to grant compensatory time in lieu of payment for overtime to employees during their first two (2) years of full-time employment with the Engineer's Office up to a maximum of 80 hours per calendar year. After the expiration of an employee's first two (2) years of full-time employment, such employee shall be limited to the 56 hour accumulation maximum, in accordance with the above paragraph.

The Employer shall consider requests to use compensatory time only when the agency is adequately staffed as determined by the Employer, and only when such use is mutually agreeable. Employees shall request the use of compensatory time in writing no later than twenty-four (24) hours prior to the

requested commencement of such leave. The Employer reserves the right to pay employees for accumulated compensatory time if sufficient funds are available as determined by the Employer.

Notwithstanding the above listed fifty-six (56) hour calendar year accumulation maximum, the parties have agreed that for the duration of this agreement (identified as the agreement resulting from negotiations in SERB Case No. 2010-MED-10-1632; beginning January 1, 2011, and expiring on December 31, 2013) the compensatory calendar year accumulation maximum will be increased by four (4) hours from fifty-six (56) hours to sixty (60) hours. When the agreement expires on December 31, 2013, the calendar year maximum accumulation will automatically return to fifty-six (56) hours with no action necessary by either party.

ARTICLE 9 **WORK RULES**

Section 9.1. Employer's Right to Promulgate. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business. Work rules shall not be applied in violation of the express terms of this Agreement.

Section 9.2. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures, the Employer will notify the union at least seven (7) calendar days in advance of the effective date. If the union requests to bargain over such a change within that notice period, the Employer and the union will negotiate in good faith. If the union does not request to bargain, or if the Employer and the union bargain to impasse, the Employer may implement a proposed change, but the union may exercise its negotiating rights regarding that matter in the normal course of bargaining as provided for in Article 30, Duration, for any applicable succeeding agreement.

Notwithstanding the previous paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) calendar day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving his rights.

Section 9.3. Posting Requirements. Any additions or amendments to the work rules shall be reduced to writing, posted on department bulleting boards for a period of ten (10) working days with a copy sent to the union. The posting of work rules in conspicuous and customary places shall constitute notice to all employees. The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment or posting period in order to comply with a legal requirement, emergency or upon mutual agreement of both parties.

ARTICLE 10
DRIVER'S LICENSES/INSURABILITY

Section 10.1. Certain bargaining unit positions require, as a minimum a motor vehicle operator's license or Commercial Driver's License and be insurable under the county vehicle insurance. Any employee in such a position who fails to maintain the requirement, or who is subjected to a suspension or revocation of the requirement, shall immediately inform the Employer.

If the loss of driving privileges is for thirty (30) days or less, the employee may be assigned work not requiring a license for that period of time, provided such work is available and practical as determined by the Employer. If the employee does not regain driving privileges during that time, the Employer may terminate the employee's employment. If the employee becomes uninsurable under the county vehicle insurance the employee may be assigned work not requiring the operation of covered vehicles for a period not to exceed thirty (30) days, provided such work is available and practical as determined by the Employer. If the employee does not regain insurability during that time, the Employer may terminate the employee's employment. In no event will a position be created to accommodate the employee. The temporary assignment of work, if available, for up to 30 days does not preclude the right of the Employer to take disciplinary action for loss of driving privileges, or for any other reason.

Section 10.2. Upon proof of renewal, the Employer shall reimburse an employee the difference between a Class D drivers license and the CDL.

ARTICLE 11
DRUG-FREE WORKPLACE

Section 11.1. Employees with a Commercial Driver's License (CDL) shall be subject to the Engineer's Drug and Alcohol Testing Policy which conforms to established Department of Transportation regulations.

Section 11.2. Both parties oppose the illegal use of drugs and the abuse of alcohol by an employee. Furthermore, both parties agree that it is in the best interests of the Employer, the union and the employees to maintain a drug-free workplace. The union further recognizes the Employer's right and duty to make, publish, and enforce work rules and policies to assure this result.

Section 11.3. The term "drug" includes, but is not limited to, cannabis and alcohol, as well as other controlled substances. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, the abuse of alcohol and the abuse of legally prescribed drugs.

Section 11.4. No employee shall possess or use any controlled substances, narcotics or hallucinogens except when prescribed in the treatment of the employee by a physician or dentist. When controlled substances, narcotics, hallucinogens or any medication which could impair the employee's ability to perform assigned work are legally prescribed, the employee shall notify their immediate supervisor and show written confirmation from the attending physician.

Section 11.5. An employee found in violation of the drug and alcohol testing policy, as described in Section 1 above, may be offered treatment as a qualification for continued employment with the Employer. In the event the employee refuses to follow a course of treatment established by the substance abuse professional or fails to complete the course of treatment, the employee shall be terminated from employment. The offering of treatment as described above shall be at the sole discretion of the Employer and determined on a case by case scenario.

ARTICLE 12 **DISABILITY SEPARATION**

Section 12.1. In the event an employee becomes unable to perform the essential functions of his position, with or without reasonable accommodation, and has no approved leave time available, the Employer may terminate the employee. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation and be entitled to union representation at that hearing.

ARTICLE 13 **DISCIPLINE**

Section 13.1. Just Cause. No employee shall be disciplined except for just cause.

Section 13.2. Progressive Discipline. Discipline may include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension and/or working suspension
- D. Demotion (where applicable)
- E. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The Employer, solely in its discretion, may repeat a given level of discipline.

Section 13.3. Disciplinary Hearing. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by an employee representative or a non-employee representative during such response.

Section 13.4. Records of Disciplinary Action. Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect thirty (30) months after their effective date, providing there has been no intervening disciplinary action taken during that time period.

Section 13.5. Disciplinary Appeals. Disciplinary actions may be appealed through the grievance procedure.

Section 13.6. Personnel Files. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection.

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 14.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance. However, all members of the grievance must sign the grievance form in order to be considered part of the grievance for purposes of any resolution or settlement.

Section 14.2. All grievances must be processed at the proper step in the progression in order to be considered at the next step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

Grievances must be submitted to the first step in the grievance procedure within five (5) work days of the incident giving rise to the grievance.

Any grievance not answered by the Employer’s representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant to the next step of the grievance procedure.

Section 14.3. Extensions. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 14.4. Grievance Form Requirements. All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and address;
2. Aggrieved employee's classification;
3. Date grievance was first discussed;
4. Date grievance is being filed in writing;
5. Name of supervisor with whom grievance was discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Articles and sections of Agreement violated;
10. Resolution requested.

Section 14.5. Grievance Forms. The Union and the Employer shall, no later than thirty (30) days from the effective date of this Agreement, establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the Union shall be responsible for the duplication and distribution of the forms.

Section 14.6. Grievance Steps. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Only disciplinary actions involving a termination or a suspension of more than three (3) days may be appealed to Step 4 of the grievance procedure.

STEP 1 – Within the established time limits, the employee shall submit his written grievance to his immediate supervisor. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within five (5) work days following the day on which the matter was submitted to him.

STEP 2 – If the grievance is not settled at Step 1, the employee shall submit the grievance to the Superintendent or designee within five (5) workdays of receipt of the Step 1 response. The

Superintendent or designee shall provide a written response to the employee within five (5) work days following the day on which the matter was submitted to him.

STEP 3 – If the grievance is not settled at Step 2, the employee shall submit the grievance to the Engineer or designee within five (5) workdays of receipt of the Step 2 response. The Engineer or designee shall meet with the employee and a representative of the Union, if the employee desires, within five (5) workdays of submission of the grievance to Step 3 to discuss the grievance. The Engineer or designee shall provide a written answer to the employee within five (5) work days of the meeting.

The Employer shall forward a copy of such response or adjustment to the appropriate Union representative.

STEP 4 – Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union may demand arbitration within ten (10) working days following the Step 3 response by requesting a list of nine (9) arbitrators in the National Academy of Arbitrators, Ohio only, from the Federal Mediation and Conciliation Services (FMCS) with a copy provided to the Employer. The selection of an arbitrator shall be made by using the alternative strike method with the party demanding arbitration striking first. The party demanding arbitration shall pay the cost of obtaining the list of arbitrators from FMCS. Either part may reject the list of arbitrators and request a new list from FMCS, however, the party rejecting the list shall pay the cost to obtain a new list.

- A. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The arbitrator shall hear and determine only one grievance at a time, except by mutual agreement. Within sixty (60) days after the close of the hearing, the arbitrator shall issue his award, the arbitrator shall limit himself to the grievance presented and evidence thereto and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement or, establish wage rates not negotiated as part of this Agreement or grant any right or relief of any alleged grievance occurring at any time other than the contract period within which such right originated. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific terms of this Agreement.
- B. Either party may request a pre-hearing conference in an attempt to define the issue(s), reduce stipulations, if any, to writing, and exchange a list of witnesses.
- C. The question of arbitrability of a grievance may be raised by either party on or before the day of the arbitration hearing of the grievance. The first question to be placed before the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. The alleged grievance will then be heard on the merits. The decision of the arbitrator shall be binding on the Employer, the Union, and the employee.
- D. The cost of using an arbitrator shall be borne equally by the parties. The parties shall bear their own costs for expert witnesses and court report and transcript.

ARTICLE 15
LABOR/MANAGEMENT MEETINGS

Section 15.1. The Employer agrees that he or his designee(s) shall meet with two (2) representatives of the union upon request from either party at a mutually agreeable time and place to discuss matters which may include the following:

1. Changes contemplated by the Employer that may affect bargaining unit employees;
2. Ways to increase productivity and improve effectiveness;
3. Issues of interest to bargaining unit employees;
4. Health and safety;
5. Matters of contract administration that are not subject to the grievance procedure, unless otherwise mutually agreed by both parties.

The parties will submit an agenda at least three (3) days prior to the meeting specifying the topics they wish to discuss and the names of the union representatives who will be attending. If the meeting is to occur during the regularly scheduled hours of any employee, the Union shall limit the number of such employees in attendance in order to ensure the continued operations of the Employer. In any case the Employer reserves the right to direct employees to remain at their assigned worksite.

ARTICLE 16
JOB POSTING AND BIDDING PROCEDURE

Section 16.1. Job Posting and Bids. Both parties agree that the determination to fill any vacancies shall be at the sole discretion of the Employer. Vacancies for which the Employer has determined there is a need to permanently fill, provided the vacancies occur in job classifications covered by this Agreement, shall be filled in accordance with the following:

All job openings and new positions created by the Engineer shall be posted by the Engineer on all departmental bulletin boards for five (5) days exclusive of Saturdays, Sundays, and holidays for bid by non-probationary bargaining unit employees. Bids shall be submitted in writing to the Engineer.

Section 16.2. Seniority Principle. If there are two (2) or more employees with the minimum qualifications who bid for a given opening, the most senior qualified employee shall be awarded the position. Such determination shall be at the sole discretion of the Employer.

ARTICLE 17
HEALTH AND SAFETY

Section 17.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by employees. The employee(s) accepts the responsibility not to neglect or abuse equipment, tools or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's policies and procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

Section 17.2. Employees who work at jobs or in areas deemed by the Employer to require the use of safety equipment or personal protective equipment, shall be required to wear the specified equipment. Such equipment will be provided by the Employer and the failure or refusal on the part of an employee to wear such equipment shall be grounds for disciplinary action, up to and including discharge.

Section 17.3. Employees shall be responsible for reporting any unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and department property. Matters which the employee believes present a serious threat to the safety of an employee shall be reported immediately to the immediate supervisor. In the event there is a dispute between the employee and the immediate supervisor over the safety of any practice or condition the matter will be referred to the appointing authority. However, until a response is given by the appointing authority, the employee shall continue to work per the last directive given by the immediate supervisor.

Section 17.4. Employees shall be responsible for reporting any and all accidents to a supervisor or manager. Such reports must be filed immediately or as soon as possible.

The Employer will make reasonable efforts to provide appropriate first aid kits in the workplace.

ARTICLE 18
SICK LEAVE

Section 18.1. Employees shall accrue sick leave at the rate of 0.0575 hours for each hour in active pay status. For the purpose of this Agreement, active pay status shall be defined as all non-overtime hours actually worked, approved vacation, paid holidays, and compensatory time. Sick leave shall accumulate and carry over without limit.

Section 18.2. Granting of Sick Leave.

- A. Upon approval of the Employer, an employee eligible for sick leave shall be granted such leave with regular pay when absent for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee or a member of the employee's immediate family when the employee's presence is reasonably necessary.
2. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others if the employee reported to work.
3. Required medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family which cannot be scheduled during the employee's non-working hours and requires the employee's presence. Routine examinations are not considered an authorized use of sick leave.
4. Enforced quarantine of the employee in accordance with a community health regulation.
5. Death of an immediate family member. Such usage shall be limited to three (3) days.

Section 18.3. Employee's Responsibility. One (1) hour prior to the starting time of the employee's shift, an employee requesting sick leave shall report off by calling the Employer. The call shall be made by the employee if possible. While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and be able to document any absences from home. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized representative of the Employer. In order for an employee to be paid while on sick leave, the employee shall submit a written statement requesting leave including the reason for such leave and have it approved by the Engineer or designee.

Section 18.4. Doctor's Certificate. Sick leave for any length of time may require a doctor's certification of illness or injury as may be requested by the Employer. In any case, the certification of the employee's personal physician must be presented whenever sick leave is requested for more than three (3) days. Employees returning from an illness or injury who have utilized sick and/or other authorized leave, may be required to submit a doctor's certification of their ability to return to full duty. In the case of funeral leave, the employee may be required to present evidence of attendance at the funeral which may include but not limited to; relationship of the deceased to the employee and the date and time of the funeral.

Section 18.5. False Claim. The Employer reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim or abuse of privileges covered in this Article and may take disciplinary action, including discharge.

Section 18.6. Immediate Family Definition. For purposes of this Article, the "immediate family" is defined as the employee's: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-parents, step-children, legal guardian, or other person who stands in the place of a parent (in *loco parentis*).

Section 18.7. Sick Leave Occasion Procedure. An occasion shall be defined as any usage of sick leave by an employee that does not qualify for leave under the Family and Medical Leave Act, an allowed claim under The Bureau of Workers Compensation, or funeral leave as defined herein.

Use of sick leave on four (4) separate occasion in the calendar year by an employee shall result in a written notice of sick leave usage and impending discipline being given to the employee. Use of sick leave on five (5) separate occasions in the calendar year by an employee shall result in a written notice of sick leave usage and impending discipline being given to the employee. Use of sick leave on six (6) separate occasions in the calendar year by an employee shall result in a verbal reprimand and a mandatory meeting with the Engineer or his designee. Use of sick leave on seven (7) or more occasions in the calendar year by an employee shall result in the first eight (8) hours usage of sick leave not counting towards the calculation of overtime according to active pay status as defined in Article 8, Hours of Work and Overtime.

The Employer may, in its sole discretion, waive a sick leave occasion for a prescheduled doctor's appointment that could not be scheduled during the employee's non-work hours. A waiver request must be in writing and will only be considered if the employee submitted a written notice of the doctor's appointment at least 30 days prior to such appointment.

Any discipline or action taken by the Employer pursuant to this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

ARTICLE 19 **VACATION**

Section 19.1.

A. Full-time employees are eligible for paid vacation leave as follows:

<u>Years of Service</u>	<u>Rate of Accrual Employee is Entitled to</u>
After 1 year	2 weeks vacation .0388 hours per hour in active pay status
After 8 years	3 weeks vacation .0575 hours per hour in active pay status
After 15 years	4 weeks vacation .0775 hours per hour in active pay status
After 25 years	5 weeks vacation .0963 hours per hour in active pay status

Section 19.2. All vacation scheduling shall be subject to the operational needs of the Agency. Prior to February 1 of each calendar year the Employer will accept one (1) vacation request of five (5) continuous days or more from each employee who wishes to request a seniority vacation, and will assign vacation on a seniority basis. Those employees earning more than two (2) weeks vacation will be permitted to schedule up to two (2) weeks vacation. After February 1, the Employer will

assign vacation leave on a first come, first served basis so long as it fits the operational needs of the Employer.

Section 19.3. Employees requesting non-prescheduled vacation time must submit a written request to the Employer or designee at least one (1) workday prior to commencement of such vacation. This provision may be waived by the Employer. Such vacation requests shall be subject to approval of the Employer based on the operational needs of the Agency.

Section 19.4. Employees may request to use vacation in two (2) hour increments.

Section 19.5. Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee upon written request, to be submitted not less than sixty (60) days prior to the employee's anniversary date, may be allowed to carry over accumulated but unused vacation in excess of one (1) year but in no case more than three (3) years.

Section 19.6. Employees with one (1) or more years of service who resign or retire are entitled to compensation at their current rate of pay for any earned but unused vacation leave. Eligible employees must submit a written request to initiate such payment.

Section 19.7. Vacation credits are not earned while an employee is in a non-paid status (i.e., non-paid disability leave, leave of absence without pay, leave of absence due to Workers' Compensation injury, disciplinary suspension, etc.).

ARTICLE 20 **HOLIDAYS**

Section 20.1. Employees shall receive holiday pay as defined below, for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

Section 20.2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 20.3. For each holiday above, employees shall receive their regular daily rate of pay as holiday pay. Employees who work on a holiday shall receive one and one-half (1 ½) their regular daily rate of pay for all hours worked in addition to the holiday pay. Employees must work the regularly workday before and after a holiday to be eligible for holiday pay, unless the employee is utilizing approved vacation leave. In such instances of vacation leave the employee will not be charged any vacation to cover the holiday.

Section 20.4. In the event the Board of County Commissioners offers any other holiday to County employees under their jurisdiction, such other holiday shall be considered a holiday for purposes of this Article.

ARTICLE 21
LEAVE OF ABSENCE

Section 21.1. Leave of Absence.

- A. **Unpaid Leave of Absence.** Employees may be granted unpaid leave after exhausting sick leave, vacation, and other earned leave time. An unpaid leave of absence is a matter of administrative discretion. An employee shall not engage in gainful employment either in the services of another employer or through self-employment while on a leave of absence from the Employer. The Employer in each individual case will decide if an unpaid leave of absence is to be granted. An unpaid leave of absence must be requested by the employee no later than thirty (30) days prior to the start of the leave, except in case of emergency.
- B. **Duration of Unpaid Leave of Absence.** Unpaid leaves of absence shall not exceed thirty (30) days in duration, unless an extension is requested by the employee and approved by the Employer. In any case such an extension shall not exceed six (6) months.

An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge.

- C. **Return from Leave.** An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the employee shall be considered to have abandoned and resigned his employment with the Employer.

Section 21.2. Court Leave.

- A. Employees shall be granted a paid leave of absence any time they are called for jury duty, serve as a member of a jury, or are subpoenaed as a witness in any case in any court. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. An employee released from jury or witness duty prior to the end of the employee's scheduled work day, shall report to work for the remaining hours, if one (1) or more hours remain on the employee's scheduled shift.
- B. All compensation received by the employee for jury or witness duty, shall be remitted by the employee to the Employer unless such duty is performed totally outside the employee's normal working hours.

C. Employees will not be entitled to paid leave, as described in this Article, when appearing before any court when such appearance is related to the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., or when appearing in any instance as contained herein as a result of the employee's secondary employment. These absences would be leave without pay or may be charged to the employee's accumulated but unused vacation.

Section 21.3. Military Leave. The Employer agrees to grant military leave in accordance with state and federal laws/regulations, including USERRA and Ohio Revised Code Section 5903.01.

Section 21.4. Family and Medical Leave. The employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's Personnel Policy and Procedure Manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act.

Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 22

WAGES

Section 22.1. All bargaining unit employees who are at a wage step above step 3 for their top pay grade according to the negotiated salary schedule, as of the signing date of this Agreement shall not be included in the salary schedule. Such employees shall receive the negotiated percentage increases but shall not be eligible for any step movements. Notwithstanding the above, all bargaining unit employees shall be placed into the negotiated salary schedule at the appropriate grade and step that guarantees no loss of pay, thereafter the following salary schedules shall be effective as described herein.

Section 22.2. The salary schedule shall not be increased for the duration of the agreement. The parties agree to reopen wages only and only once during year two of the agreement. The reopener will be conducted in accordance with O.R.C. 4117; however, both parties agree to waive the fact-finding process contained in O.R.C. 4117.14.

SALARY SCHEDULE

GRADE	START	STEP 1	STEP 2	STEP 3
18	\$20.61	\$20.94	\$21.27	\$21.60
17	\$19.34	\$19.65	\$19.95	\$20.26
16	\$18.20	\$18.47	\$18.76	\$19.04
15	\$17.14	\$17.40	\$17.67	\$17.90
14	\$16.19	\$16.43	\$16.66	\$16.89
13	\$15.35	\$15.56	\$15.77	\$15.98

Probationary: \$12.78

Section 22.5. New hire employees shall begin at the probationary wage and shall be eligible for placement at the appropriate grade and step upon the successful completion of the probationary period.

Promoted employees shall be moved to the appropriate grade and step upon a successful promotion, however, if the promoted employee is demoted, whether voluntary or involuntary, the employee shall be moved back to the appropriate grade and step for the position to which the employee is demoted.

Employees shall move to the next higher step in their grade on the employee's anniversary date during the second (2nd) year of the Agreement (SERB Case No. 2001-MED-08-0712) and every two (2) years on the employee's anniversary date thereafter. An employee shall move to the next grade for their particular job classification upon reaching Step 3 of the employee's current grade. However, all step and grade movements shall occur every two (2) years as described herein. All bargaining unit employee movement through the salary schedule shall be limited to the following job classification pay grade listing.

HMW4-Grade 17-18	MM3-Grade 17-18	Serviceman Grade 13-16
HMW3-Grade 15-16	MM2-Grade 15-16	
IIMW2-Grade 13-14	MM1-Grade 13-14	

ARTICLE 23 **HEALTH INSURANCE**

Section 23.1. Employees shall pay the same amount in premiums and shall receive the same level of benefits as other county employees under the Hancock County Commissioners' Health Insurance Plan. The employee's contributions for insurance coverage shall be deducted from the employee's pay. The insurance carrier shall be at the sole discretion of the Employer.

ARTICLE 24 **LAYOFF AND RECALL**

Section 24.1. Notice of Layoff. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 24.2. Order of Layoff. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. For purposes of this Article classifications shall be Mechanic, Highway Maintenance Worker, and Serviceman. All seasonal, part-time and temporary employees performing bargaining unit work shall be laid off prior to bargaining unit employees.

Section 24.3. Recall. 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 the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. Laid off employees shall be recalled prior to hiring any new bargaining unit employees.

Section 24.4. Employee Response to Recall Notice. A recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 24.5. Bumping Rights. Any employee receiving notice of a layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee, provided the more senior employee does possess the skill, ability, and qualifications to perform the work without further training. Any employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualification to bump another employee within the same classification series shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any long term layoff affecting his position.

ARTICLE 25 **SUBCONTRACTING**

The Employer agrees that bargaining unit employees shall not be laid off solely due to the subcontracting out of any work normally performed by bargaining unit employees. Questions regarding the practice of subcontracting out work normally performed by bargaining unit employees may be a topic for discussion pursuant to Article 15, Labor/Management Meetings.

ARTICLE 26 **NO STRIKE/NO LOCKOUT**

Section 26.1. The Union shall not directly or indirectly call sanction, instigate, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, work stoppage or slowdown at any operation or operations of the Employer for the duration of this Agreement.

Section 26.2. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.

Section 26.3. Upon notice from the Employer that any violation of this Article occurs, the Union will immediately make all reasonable efforts to notify all employees that the strike, walkout, work stoppage or slowdown at any operation or operations of the Engineer is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately make all reasonable efforts to advise all employees to return to work at once.

Section 26.4. The Employer shall not directly or indirectly call, sanction, or instigate a lockout of union employees during the duration of this agreement.

ARTICLE 27

WAIVER IN CASE OF EMERGENCY

Section 27.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hancock County Sheriff or the Federal or State Legislature such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all agreements relating to the assignment of employees.

Section 27.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 28

WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 28.1. No section of the Ohio Revised Code Section 124.01 through 124.56, 325.19, 9.44 and 4111.03 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as specifically required by Ohio Revised Code 4117.08(B).

ARTICLE 29

SEVERABILITY

Section 29.1. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect.

ARTICLE 30
DURATION

Section 30.1. This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect through midnight, on December 31, 2013, unless otherwise specifically stated elsewhere in the Agreement.

Section 30.2. If either party desires to modify or amend this Agreement, it shall give written notice to such intent no earlier than ninety calendar days prior to nor later than sixty calendar days prior to the expiration date of this Agreement.

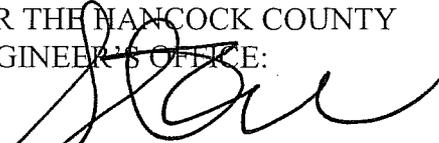
Such notice shall be by timely written notice with receipt acknowledged. Negotiations shall commence within two (2) weeks of receipt of notice.

Section 30.3. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties, and all other agreements written, oral, or otherwise are hereby cancelled.

SIGNATURE PAGE

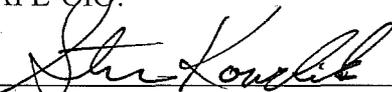
Witness Whereof, the parties have agreed to and have executed this Agreement in Hancock County, Ohio, this 11 day of January, 2011.

FOR THE HANCOCK COUNTY
ENGINEER'S OFFICE:

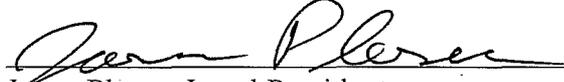


Steve Wilson, Engineer

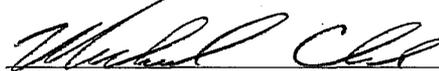
FOR AFSCME, OHIO COUNCIL 8,
AFL-CIO:



Steve Kowalik, Staff Representative



Jason Plesec, Local President

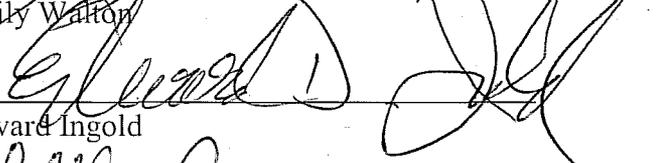


Mike Clark

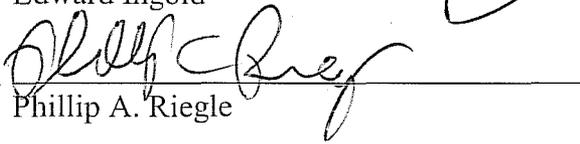
FOR THE HANCOCK COUNTY
COMMISSIONERS:



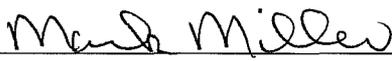
Emily Walton



Edward Ingold



Phillip A. Riegle



Mark Miller, Prosecuting Attorney



Patrick A. Hire, Management Consultant

MEMORANDUM OF UNDERSTANDING

The Parties:

1. The Hancock County Engineer, hereinafter referred to as the Employer;
2. AFSCME and the local bargaining unit employees, hereinafter referred to as the Union.

Background:

1. The parties recently negotiated a successor labor agreement which begins on January 1, 2011, and expires on December 31, 2013.
2. The wage agreement consists of no wage increase for the duration of the labor agreement, except for the employee step increases scheduled to occur during years one and three of the labor agreement in accordance with Section 22.3 (formerly Section 22.5) of the labor agreement.
3. In accordance with the labor agreement, the employee step increases occur on the employee's anniversary date.

The Agreement:

The parties now come to the following voluntary one time and non-precedent setting agreement. During years one and three of this labor agreement, all employee step increases shall occur on the first full pay period following January 1, 2011, and the first full pay period following January 1, 2013, instead of on the employee's individual anniversary date of employment.

This agreement shall expire automatically and without need for further bargaining on December 31, 2013.

FOR THE EMPLOYER:



Christopher D. Long

FOR THE UNION:



James P. Poree

Date Signed: 1/4/2011