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# AGREEMENT

BY AND BETWEEN

THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AND

THE

FULTON COUNTY ENGINEER

Term Of Contract: March 1, 2011 to February 28, 2014

**AGREEMENT 2011-63**

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## ARTICLE 1 PREAMBLE/PURPOSE

This Agreement, entered into by the Fulton County Engineer, hereinafter referred to as the Employer or Engineer, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and its Local 2782, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, for the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

## ARTICLE 2 UNION RECOGNITION

### SECTION 1.

The Engineer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit as reflected in case No. 96-REP-02-0028, as follows:

**INCLUDED:** Highway Workers, Mechanic, Route Markers, Garage Clerk.

**EXCLUDED:** Engineer, Assistant Engineer, Highway Superintendent, Assistant Highway Superintendent, Senior Designer, Garage Foreman.

### SECTION 2.

In the event the Engineer establishes a new classification within the highway department during the term of this agreement, the Engineer shall inform the Union of the creation of such classification. The Union may then request to meet with the Engineer within ten (10) days to discuss whether the classification should be included or excluded from the bargaining unit. If the parties are unable to agree on the bargaining unit status of the classification, the issue shall be subject to a Petition by the Union to the State Employment Relations Board (SERB).

If SERB determines that the classification is appropriately within the bargaining unit, or if the parties agree to include the classification, the parties shall meet to negotiate the rate of pay.

Nothing herein shall prohibit the Engineer from establishing an initial rate of pay or from filling the new classification pending the procedures and/or appeals set forth above.

### SECTION 3.

The parties agree that membership in the Union is available to all employees in the bargaining unit from their date of hire.

### SECTION 4.

Should the Engineer hire regular part-time employees in a bargaining unit classification, it will notify the Union when that decision is made.

## ARTICLE 3 UNION SECURITY

### SECTION 1.

- A. Check-Off/Union Dues: The Employer agrees to deduct Union membership dues once per month from the pay of bargaining unit employees upon receiving written authorization of the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt, the Employer will cause deductions of Union dues, initiation fees, and assessments from the employees' payroll checks for the pay period(s) in which the authorization is in effect.

The Employer shall automatically be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a job not covered by the bargaining unit, (c) layoff from work, or (d) an unpaid leave of absence. Each employee's written authorization for deductions shall be honored by the Employer until timely and properly revoked by the employee in accordance with its terms.

The Employer shall not be obligated to make deductions from an employee who during any month involved, shall have failed to receive sufficient wages to equal the deduction.

It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within thirty (30) days after receipt of the dues check-off list. If such error is found, it will be corrected at the next pay period in which a Union deduction is to be made. Payroll collection shall be authorized for the exclusive bargaining agent only and for no other organization attempting to represent the employees within the bargaining unit.

- B. Fair Share Fee: Beginning on March 4, 1998 and thereafter all bargaining unit members who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

This fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require written authorization for payroll deduction. Payment to the Union of fair share fees deducted will be made according to the same procedure of the Agreement that governs the payment to the Union of dues deductions.

The payment will be accompanied by an alphabetical list of the names, social security numbers and current addresses of those employees for whom a fair share fee deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

- C. Fair Share Fee and Union Dues Deductions: The Union Dues Deduction and the Fair Share Fee Deduction (including initiation fees and assessments) checks shall be sent to Ohio Council 8, Controller, Ohio Council 8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085-2512, telephone number (614) 841-1918, along with the monthly employees listings of Union Dues and Fair Share Fee Deductions. The Union shall notify the Employer of the changes in amounts of the Union Dues Deductions, Fair Share Fee Deductions, fees, and assessments, and the appropriate location to send the monthly checks and listings.
- D. Indemnification: It is specifically agreed that the Employer assumes no financial liability arising out of the provisions of this Article and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union shall hold the Employer harmless, as a result of the provisions reflected herein and the Employer's compliance with these provisions.

## ARTICLE 4 NON-DISCRIMINATION

### SECTION 1.

The provisions of this Agreement shall be applied to all employees, without discrimination on the basis of sex, race, color, religion, disability, creed, marital status, age, national origin, disability, or other unlawful bias.

The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or its representative against any employee because of concerted or Union activity.

The Union agrees not to intimidate or coerce employees of the Employer into joining the Union or continuing their membership therein, and there shall be no harassment, intimidation, restraint, coercion or interference, with the rights of employees who choose to abstain from membership in the Union or involvement in Union activities. The Union shall represent all employees equally in the bargaining unit without regard to Union membership or involvement.

## SECTION 2.

The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement. In the event an employee requests reasonable accommodation to a disability covered by the ADA, the Union and Engineer shall immediately meet to discuss possible accommodations that do not create an undue hardship on the Employer. If the Union and Engineer cannot agree, the Employer may implement or not implement its accommodation which action the Union may grieve and arbitrate.

## SECTION 3.

All references to the male pronoun in this Agreement are intended to designate both sexes.

## ARTICLE 5 NO STRIKE/NO LOCKOUT

### SECTION 1.

Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Fulton County during the term of this Agreement.

### SECTION 2.

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, permit, sanction, support, sympathize, condone or participate in any strike, work stoppage, slowdown, or any other individual or concerted interruption of operations or services of the Engineer by its members or employees of the bargaining unit and its affiliates during this Agreement. The Union shall promptly take actions to end such activity. The parties agree that all disputes relating to the interpretation and/or application of any section of this Article shall be resolved solely through the grievance/arbitration procedure.

### SECTION 3.

The Engineer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone a lockout of bargaining unit employees during this Agreement.

### SECTION 4.

Any employee found to be in violation of this provision may be subject to disciplinary action.

## ARTICLE 6 DISCIPLINE

### SECTION 1.

No employee shall be disciplined except for just cause. If an employee is disciplined, the Employer shall serve the Union and employee a copy of the discipline against the employee with the reason for the discipline. The employee shall be required to sign an acknowledgement of receipt of such disciplinary action. An employee may appeal any disciplinary action through the grievance procedure beginning at step 3.

### SECTION 2.

All disciplinary actions, except upheld discharges, will cease to have any force and effect twenty-four (24) months after the effective date, providing there have been no intervening disciplines during the twenty-four (24) month period.

## ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE

### SECTION 1.

The parties agree that any appeals regarding matters covered by this contract are required to be filed through the grievance/arbitration procedure of the contract. The term "grievance" shall mean an allegation by the Employer, Union, or employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in this Agreement or to obtain any additional rights or benefits not part of this Agreement.

## SECTION 2.

Grievances should be processed at the proper step in the progression in order to be considered at the subsequent step except for grievances involving matters which cannot be resolved at a lower level. Grievances should be submitted to the lowest step of the grievance procedure where an Employer representative has authority to resolve this grievance. Any grievance may be submitted initially at Step 1. All time limits on grievances may be waived upon the written mutual agreement of the parties.

## SECTION 3.

The following steps shall be followed in processing grievances:

Step 1. Grievances shall be reduced to writing and filed with the Superintendent within seven (7) calendar days from the date the employee or Union should have had knowledge of the occurrence of the event giving rise to the grievance. Such grievance must be signed by the grievant or Union and must contain the following information to be considered: (1) the specific act(s) of the Employer that allegedly violate the agreement; (2) the date the alleged act(s) complained of occurred; (3) the date the grievance was filed; (4) the identity of employees or individuals who have knowledge of the facts concerning the event giving rise to the grievance; (5) the specific provisions of the collective bargaining agreement that were violated; and (6) the remedy sought. The Superintendent shall investigate the grievance and respond within seven (7) calendar days. If the Superintendent does not provide a response within seven (7) calendar days of receipt of the grievance, the Union or employee may appeal to the next step.

Step 2. If the grievance is denied or not answered at Step 1, the grievant or the Union may appeal to Step 2 by giving written notice of appeal to the Engineer within seven (7) calendar days. Such written notice of appeal shall state specifically the reasons for appeal. The Engineer or designee shall respond in writing within ten (10) calendar days.

Grievances alleging violations of actions taken by the Engineer shall be filed within the time limits specified for Step 1 filings.

Step 3. If the grievance is not resolved at Step 2, the Union may appeal to final and binding arbitration within ten (10) calendar days by requesting a list of seven (7) arbitrators from FMCS. The Union shall contact the Engineer to select an arbitrator within ten (10) calendar days of receipt of such list. Either party may reject one list. The moving party shall strike a name first.

Immediately upon selection of an arbitrator, the parties shall contact the arbitrator to select a mutually agreeable date to conduct the hearing which shall be no later than sixty (60) days if possible. If possible, the arbitrator shall issue his decision within thirty (30) days of the close of the hearing.

#### SECTION 4.

Any grievance not pursued by the grievant or Union shall be considered resolved on the basis of the Engineer's last answer and shall be final and binding upon the grievant, the Union, and the Engineer.

#### SECTION 5.

The time limits and requirements for filing and appealing grievances is mandatory unless a mutual extension, in writing, is agreed to and the failure of the grievant or Union to observe such time limits or requirements shall result in the grievance being considered withdrawn, abandoned, or settled. The failure of the Engineer to raise an objection as to compliance with the grievance procedure (e.g. timeliness) at any step shall not be a bar to the Engineer from raising such an objection at a later step. The Union may amend the grievance at any time within ten (10) calendar days of the second step answer. The Employer may amend its answer within ten (10) calendar days of the amended grievance.

#### SECTION 6.

A failure of probation is not subject to the Grievance Procedure.

#### SECTION 7.

The question of arbitrability of a grievance must be raised at least fifteen (15) calendar days prior to the arbitration. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

#### SECTION 8.

The arbitrator shall be without authority to issue an award recommending any right or relief on an alleged grievance occurring at any time other than during the effective dates of this contract. In the event of a monetary award on a continuing grievance, the arbitrator shall limit any retroactive award to seven (7) days prior to the date the grievance was filed.

## SECTION 9.

An employee shall have the right to self-representation. In the event that an employee chooses self-representation, a Union Representative shall have the right to receive copies of documents relating to the grievance. However, if an employee chooses to be represented relative to a matter that is subject to this grievance procedure, it shall only be by the Union.

## SECTION 10.

The arbitrator, in reaching his decision and award, shall strictly limit himself to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall not add to, subtract from, alter, modify, amend, or improperly ignore any of the provisions of this written agreement. The arbitrator shall further be without power or authority to make any award that is contrary to, inconsistent with, changes, alters, or limits any practice, policy, rules or regulations presently or in the future established by the Engineer so long as such practice, policy, rule or regulation does not conflict with this Agreement.

The cost of the arbitrator shall be borne by the loser. The parties shall bear their own costs for witnesses.

## SECTION 11.

Bargaining unit employees shall not lose regular pay when participating in the grievance/arbitration activities under this Agreement.

## SECTION 12.

When a group of employees similarly affected desires to file a grievance, one employee selected by such group may process the grievance as a "class action" grievance. The Union may also file class action grievances. When the Union files a class action grievance, the Union will list the employees by name who is affected.

## SECTION 13.

The parties shall negotiate a grievance form.

ARTICLE 8  
LEAVES OF ABSENCE

SECTION 1.  
COURT LEAVE

- A. An employee shall be eligible for paid leave during the regularly scheduled working hours if he or she is subpoenaed to court as a witness or for jury duty.
- B. All compensation received by the employee from the court for services rendered during normal working hours shall be remitted to the Fulton County Engineer.
- C. In order to be eligible for such payment, the effected employee must notify his or her supervisor within a reasonable time after receiving the court notice and must submit a written statement from an appropriate court official which states the date(s) the employee served and the total amount of pay received. An employee is expected to return to work upon release from court duty for the remaining hours of his or her shift if it is reasonable to do so.
- D. Employees are not entitled to paid court leave for appearance in their personal criminal or civil cases. Such absences must be scheduled in advance through the employee's immediate supervisor and be taken as leave without pay or vacation leave.

SECTION 2.  
BEREAVEMENT (SICK) LEAVE

Bereavement Leave must be arranged with the Superintendent through a written request. Employees are permitted to use sick leave for this purpose subject to the guidelines below. The purpose of bereavement leave is to allow adequate time to get personal and family affairs in order. The request must be executed by the employee and must state the relationship between the deceased and the employee and the length of the requested absence.

- A. All employees shall be granted a paid leave of up to five (5) days in the event of the death of the employee's immediate family. "Employee's immediate family," for purposes of this Section shall mean an employee's spouse, parent, child, grandparent, grandchildren, sister, brother, corresponding in-laws, step-relatives, and residents of the household of an employee. Relatives not included as immediate family include uncles, aunts, nephews, nieces, and cousins.
- B. In the event of the death of a family member not in the immediate family, an employee shall be granted one (1) day of paid leave if the funeral service is held within Fulton County, two (2) days of paid leave if the funeral service is held outside

of Fulton County but within the State of Ohio, and three (3) days of paid leave if the funeral service is held outside the State of Ohio.

- C. In the event of the death of a co-worker, an employee shall be granted one-half (1/2) day of paid leave for funeral attendance.
- D. Employees may supplement bereavement leave with accumulated vacation or personal leave.

### SECTION 3.

#### PERSONAL LEAVE OF ABSENCE

- A. An employee may be granted a personal leave of absence without pay upon request to the Superintendent.
- B. The granting of a personal leave of absence or extension thereof shall be at the sole discretion of the Superintendent and depends upon the nature of the request and the operational needs of the Engineer.
- C. Employees returning from authorized leaves of absence may be placed in their same or similar positions. Failure to return to duty from a leave of absence within three (3) working days of its completion shall be cause for termination.
- D. Leave of absence time not being used for its stated and requested purpose(s) may be immediately cancelled with the employee being subject to disciplinary action.
- E. The employee may continue insurance benefits at his own expense.
- F. An employee on an unpaid leave shall not accumulate seniority or benefits while on such leave, but shall retain previously accumulated seniority upon return from such unpaid personal leave.

### SECTION 4.

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Employees shall accrue seniority and other benefits while on paid leaves of absence.

## ARTICLE 9

### NON-DISPLACEMENT

#### SECTION 1.

- A. The Union recognizes and understands that the Engineer has the right to contract or subcontract out work and utilize non-bargaining unit employees to do work that is normally performed by employees in the bargaining unit provided such contracting

out or use of non-bargaining unit employees does not result in the layoff of employees.

- B. The Employer shall not hire part-time, seasonal, or casual workers for the purpose of displacing current employees.
- C. Permanent non-bargaining unit employees shall not perform work normally performed by bargaining unit employees, when such work deprives bargaining unit employees of overtime or regular bargaining unit work.
- D. This section shall not be construed to prevent the Employer to determine the necessity for assigning a crew and equipment.
- E. Disputes as to whether a subcontracting case violates these provisions shall be subject immediately to Step 2 of the Grievance Procedure.

## ARTICLE 10 SENIORITY

### SECTION 1.

Seniority is defined as the uninterrupted length of continuous service in the employment of the Engineer.

### SECTION 2.

An unauthorized leave of absence (including a strike or lockout) 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 unauthorized leave but in no event may such leave exceed one (1) year of absence for seniority accumulation.

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### SECTION 3.

If an employees is separated from employment for any reason, a break in service and seniority occurs. If the employee is "reinstated" within one (1) year of his separation, however, continuous service is not deemed to have been broken and seniority credit is given for such prior service. Seniority shall continue commencing with the employee's first day of actual employment upon being reinstated.

### SECTION 4.

In the event there are regular part-timers hired in a bargaining unit position, they shall accrue pro-rated seniority based on their hours of work.

ARTICLE 11  
POSTING AND BIDDING PROCEDURE

SECTION 1.

In the event the Engineer determines that a vacancy exists in a bargaining unit position, a vacancy notice shall be posted for five (5) calendar days. Employees who are interested in applying for the vacancy shall submit a timely bid to the Superintendent. The Employer shall have thirty (30) days from the last date of posting to award the job unless unusual circumstances exist.

SECTION 2.

The Employer shall award the position based upon the following criteria: attendance, qualifications, performance evaluations, work history with the Engineer and outside employment, training and education, disciplinary record, and aptitude. If two or more applicants are determined to be substantially equal, the senior employee shall be awarded the vacancy. The Engineer shall have the right to temporarily fill the vacancy pending the award of the promotion but shall not consider such time in awarding the job.

SECTION 3.

Each employee who successfully bids on a job shall serve a one-hundred and fifty (150) calendar day promotion probationary period beginning the first day he works in the new position. During this probationary period, the Employer shall have the right to return the employee to his former position if the Employer determines that the employee is incapable of or is unsatisfactory in performing the duties of the position. The employee shall also have the right to return to his original position voluntarily during the first sixty (60) days promotional probationary period.

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SECTION 4.

The Union shall receive copies of all postings and awards. All postings shall contain the following information: job classification, brief description of the job, rate of pay, and qualifications.

SECTION 5.

If no employees bid on the position or the Engineer determines that no employees in the bargaining unit meet the minimum qualifications of the position, the Engineer

may hire from outside the bargaining unit. First consideration in filling vacancies under this Article shall be given to full-time bargaining unit employees.

## ARTICLE 12 LAYOFF AND RECALL PROCEDURE

### SECTION 1.

If it becomes necessary, due to lack of work, lack of funds, or job abolishment, for purposes of economy and/or efficiency to lay off employees, the Employer shall lay off and recall employees by seniority. Temporary, seasonal, casual employees, probationary part-time employees and then full-time employees within the affected classifications or classification series will be laid off. The Employer will determine the necessity and timing of layoffs, the number of employees to be laid off and in which classifications.

### SECTION 2.

Names of employees laid off shall be placed on a recall list. No employee shall be hired by the Employer within an affected classification while an employee is on a recall list unless all employees laid off within the affected classification refuse the position to be filled or do not have the present ability to perform the work. Employees' names shall remain on the recall list for a period of one (1) year. "Affected" means initial classification or classification affected by bumping.

### SECTION 3.

Recall notices shall be sent by certified mail to the employees' last known home addresses and copies of said notices shall be sent to the Union.

### SECTION 4.

The Union and employee(s) being laid off shall receive a lay off notice not less than fourteen (14) calendar days prior to any layoff.

If, as a result of a layoff, an affected employee shall have the right to bump an equal or lower rated employee with less seniority, provided, however, the bumping employee has the present ability to perform the work.

### SECTION 5.

The parties agree that the Employer shall give at least five (5) calendar days notice to the Union prior to the fourteen (14) calendar day notice to the employees. The Union may request to meet and discuss the layoff.

ARTICLE 13  
EARNED PAY/BENEFITS

Upon termination of employment, employees shall be paid for all accumulated but unpaid vacation. In case of death, the above payments shall be made to the employee's estate or designated survivor.

ARTICLE 14  
PERSONNEL FOLDER

SECTION 1.

The personnel file of the Employer and the Employees shall be made available to the Employees and the Union upon request.

Inappropriate materials and information that does not relate to issues and functions at work are prohibited from being placed into an employee(s) personnel file. The Parties recognize that some materials are required to be placed into Confidential files unless waived out by an employee, per law.

SECTION 2.

The employees and Union will be reasonable in scheduling "review of files", with the Employer.

SECTION 3.

The Employee(s)/Union will furnish the (Xerox) paper for any such copies of which are made. Employee(s) will receive copies of any materials placed into their employment folder, the same time that such materials are placed therein.

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ARTICLE 15  
HEALTH AND SAFETY

SECTION 1.

The Employer agrees to conform to all applicable state occupational safety and health acts and regulations.

## SECTION 2.

An employee injured in the course of employment shall have the option of utilizing his accumulated but unused sick leave during the period of disability, or taking an unpaid disability leave through the Bureau of Worker's Compensation. If the employee is permanently disabled and cannot return to work, he may make application for disability retirement through the appropriate retirement plan and apply for a permanent disability settlement through the Bureau of Worker's Compensation.

## SECTION 3.

The Employer shall, upon request, meet to discuss safety matters with the Union.

## SECTION 4.

The Industrial Commission will reimburse eligible employee(s), the cost of any eye glasses broken in the course of their employment.

## SECTION 5.

The Employer shall require and provide hepatitis A & B and tetanus shots to employee(s), at no cost to the employees.

## ARTICLE 16

### WORK RULES/PROCEDURES/PERSONNEL POLICIES

#### SECTION 1.

The Union recognizes the Employer has established work rules and personnel policies and procedures. These rules, policies, and procedures may not be changed during the term of this agreement without notice to, and bargaining, upon request, with the Union. New and amended or changed rules, policies, and procedures and notice shall be given to the Union at least twenty-one (21) calendar days prior to their effective date. Upon request of the Union, within ten (10) days of notice, the Employer shall negotiate to agreement or legal impasse the new or amended (changed) rules, policies, and procedures before they are placed into effect. New and amended or changed rules, policies, or procedures may be grieved by the Union at the time of adoption or at the time of application or enforcement. Provisions of this contract, and state and federal laws that the Employer must comply with, shall prevail over all work rules, policies, and procedures.

## SECTION 2.

Work rules, policies, and directives are to be interpreted and applied uniformly under similar circumstances.

## SECTION 3.

All new employees shall be supplied with a copy of this Agreement and the Policies and Procedures Manual.

## SECTION 4.

Employees may challenge the application and/or arbitrariness of any work rule, policy or procedure upon application to him.

## SECTION 5.

This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal and customary rules of good and safe conduct and performance regardless of whether or not there exist work rules, policies, or procedures.

## ARTICLE 17

### SEVERABILITY/CONFORMITY TO LAW

Should an Article, Section, or portion of this Agreement be specifically held unlawful or unenforceable, as a result of any law or final court decision or final tribunal determination, that Article, Section, and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific Article, Section, or portion thereof directly specified or effected by the decision. The parties agree to meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative ~~portion, section, or Article if necessary.~~

## ARTICLE 18

### OPERATOR'S LICENSE

Employees who temporarily lose their operator's license, if required for their position, shall be placed in a lower classification at the lower rate of pay provided that a position is available. Nothing herein shall require the Engineer to create a position for an employee who loses his license. If no position is available, an employee shall be placed on unpaid leave until such time as the employee reacquires his operator's license. Prior to placing an employee in a lower classification or on unpaid leave, the Employer shall discuss such placement with the Union.

ARTICLE 19  
UNION REPRESENTATION

SECTION 1.

Local Union officers and employees shall be granted paid administrative leave time off to attend labor management and grievance meetings, and arbitration hearings scheduled during the employees' normal working hours. Time off to conduct such paid union business leave shall count as if it were paid time for the purposes of vacation accrual, holiday accrual, sick leave accrual, seniority accrual and other fringe benefits. An employee shall not receive pay for any union activity conducted outside normal working hours.

SECTION 2.

Labor management and grievance meetings shall be held on Employer's premises. Non-employee Union representatives shall not be denied access to Employer's premises to attend labor management and grievance meetings and arbitration hearings. Non-employee Union representatives may meet unit employees on the Employer's premises before work or after work, or at work sites, as appropriate, upon prior notice, per the Ohio Revised Code and the Collective Bargaining Agreement.

The Union will not abuse discretions regarding these matters. This will not disrupt a job site.

SECTION 3.

The Employer shall provide a bulletin board for the Union which shall be placed in the work area where notices to employees are usually posted. The parties have agreed this area is now the employees' lunchroom. The Union may post meeting notices, legislative bulletins, and other pertinent information relating to Union activities. The Union agrees not to post any material of a political, scandalous, scurrilous, or derogatory nature about the Employer, candidates for public or union office, or any material constituting a personal attack upon any employee of the Employer or the Employer.

SECTION 4.

Employees shall not use County resources such as vehicles and telephone to conduct union business or activity.

## SECTION 5.

A duly elected Union delegate to the annual conventions of Ohio Council 8 and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed fifteen (15) days per year for all employees in the bargaining unit. The number of employees shall be limited to one (1) employee for any one such convention. The Union shall notify the Employer twenty-one (21) calendar days prior to said conventions, of the employee(s) attending.

## SECTION 6.

The Union shall identify in writing to the Engineer the names of employees to act as Union representatives under this Agreement. Employees shall not be permitted to function as Union representatives until the Union has notified the Engineer in writing.

## SECTION 7.

The investigation of grievances by Union representatives shall be on non-work time (i.e., before or after work, during rest breaks or lunch periods).

## ARTICLE 20

### NEW HIRE PROBATIONARY PERIODS

#### SECTION 1.

Newly hired employees shall be required to successfully complete a probationary period of one hundred fifty (150) calendar days, which may be extended by mutual agreement of the parties. The probationary period allows the Engineer an opportunity to observe and evaluate the performance, fitness and/or suitability of the probationary employee for the position to which he has been appointed. A probationary employee may be removed at any time during his probationary period without right of appeal to the grievance procedure.

#### SECTION 2.

Time spent on sick leave or unpaid leave shall not be counted toward the completion of the probationary employee.

ARTICLE 21  
EMPLOYEE EVALUATION

SECTION 1.

The parties agree that the Employer has a right to give employee evaluations annually and at the end of an employee's probationary period.

The Employer agrees that employees shall be evaluated in private by the supervisor. The employees shall have the right to give rebuttal(s) to any such evaluation(s), and also have the right to grievance, but not arbitrate. Any such rebuttal shall be attached to the evaluation, and shall become part of the records.

SECTION 2.

The parties agree that employee evaluations shall not normally be utilized as a disciplinary tool, but as an assessment tool. It may be used as a basis for discipline if the employee repeatedly fails to maintain an acceptable level of performance.

ARTICLE 22  
PAYCHECK/PAY STUB

Those employees off duty on Thursday and Friday, for any reason, may pick up their paychecks on Thursday after 3:00 p.m. Employees wishing to pick up their pay checks on Thursday shall notify the Employer.

ARTICLE 23  
WORKING OUT OF CLASSIFICATION

SECTION 1.

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An employee temporarily assigned to work in a classification with a higher rate must be assigned work in said higher classification for more than one (1) day to be eligible to receive the pay rate of that higher classification for the period he or she was so assigned. Upon completion of such one (1) day worked, the employee shall receive the higher rated compensation for all time worked in the higher rated classification.

- A. The employee must be assigned to and must perform functions that are normally performed by the person replaced in order to receive the higher rated compensation for that time period.
- B. The term "higher rated classification" refers to positions that pay a higher rate of pay.

## SECTION 2.

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

## ARTICLE 24 OVERTIME/HOURS OF WORK

### SECTION 1.

When it becomes necessary to work overtime, employees who normally perform the work shall be assigned first utilizing the procedures outlined in subsection 2 of this Article.

### SECTION 2.

The Employer will rotate overtime opportunities among qualified employees to the extent practicable. The Employer will post and maintain an overtime roster. Generally, the employee who normally performs the work, with the fewest hours charged and/or worked; shall be offered overtime first. An employee shall be charged with overtime for purposes of this overtime rotation when the employee has either refused the overtime or the Employer is unable to contact the employee. The Employer shall not be required to utilize the overtime roster to finish work in progress or in emergency situations that require immediate attention, e.g. tree on the road, traffic sign down. New employees shall be placed on the roster and credited with the number of hours of the highest employee. Employees on any type of leave, paid or unpaid, shall be credited with the total number of overtime hours worked while on leave.

If there is an insufficient number of employees to meet the work needs of the Employer, using the system set forth above, the Employer may require employees to work overtime. Such overtime is mandatory. The Employer, at his option, may utilize part-time employees, supervisors, or non-bargaining unit employees if there are insufficient unit employees to meet the overtime needs of the Employer.

If the Employer requires unit employees to work overtime, it may be done by requiring qualified employees to work overtime in reverse order of seniority. Employees must be reasonably available to work required overtime. Refusal to work mandatory overtime may result in disciplinary action. Overtime must be approved in advance by the Employer.

### SECTION 3.

Part-time employees shall not be placed on the overtime roster.

### SECTION 4.

Scheduled holidays, bereavement leave and vacation leave shall be considered time worked for overtime purposes. Sick leave and other types of leave shall not be considered as time worked for overtime purposes.

### SECTION 5.

Overtime shall be paid for time worked in excess of forty (40) hours per week.

### SECTION 6.

If an employee is called out by the Employer at times not continuous with his regular shift, such employee will receive a minimum of two (2) hours of pay at the applicable rate.

### SECTION 7.

The normal standard work day and work week shall be Monday through Friday, 7:00 a.m. through 3:30 p.m. and consisting of eight (8) hours a day, forty (40) hours per week. Optional needs and/or emergencies, however, may necessitate the establishment of other work hours, days, or weeks on a temporary basis. The Employer may establish summer hours of four (4) ten (10) hour days in advance. Upon request, the Employer will meet to discuss the summer hours.

### SECTION 8.

There shall be one (1) fifteen (15) minute rest break in the first four (4) hours of work, and one (1) fifteen (15) minute rest break in the second four (4) hours of work. There shall be one half (1/2) hour unpaid lunch period each workday. Lunch and break times will otherwise be at the discretion of the Employer. Break times are to be paid. Breaks will be taken at the work site.

### SECTION 9.

Vacation and holidays shall be computed as actual hours worked for payment of overtime. Overtime shall be paid for actual hours of work in excess of forty (40) hours per week.

## SECTION 10.

When the employee works more than four (4) hours overtime contiguous to the regular shift or when an employee has been called out for emergency overtime which exceeds four (4) hours, the Employer shall grant a fifteen (15) minute paid break. Such break shall be scheduled by or with the approval of the Employer.

## ARTICLE 25 SICK LEAVE

All employees of the Engineer shall be entitled to sick leave in accordance with the provisions as follows:

- A. Accumulation: Each employee shall be entitled to .0575 hours of sick leave per completed hour of service and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from the Engineer's employment shall be re-credited if reemployment with the Engineer takes place within ten (10) years of termination. An employee who transfers from another public agency to the Engineer shall be credited with accrued unpaid sick leave up to the maximum of four hundred and eighty (480) hours. Use of sick leave is charged in one-half hour increments.
- B. Use: Sick leave may be used by employees and upon approval of the Engineer or his designee for absences due to the following:
1. Illness, injury, or pregnancy-related medical condition of the employee.
  2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
  3. Examination of the employee or members of his immediate family where the employee's presence is required, including medical, hearing, psychological, dental, or optical examination, by an appropriate practitioner.
  4. Death of a member of the employee's immediate family as provided under the Bereavement Leave.
  5. Illness, injury, pregnancy-related medical 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. Immediate Family Definition: For purposes of sick leave, immediate family is defined as: parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law,

father-in-law, mother-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent.

- D. **Employee Notification:** When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify his supervisor of such reason as soon as possible and in advance of the absence but in no event later than fifteen (15) minutes before the scheduled start of the employee's shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has reported off or has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.
- E. **Written Statement:** In order to justify the use of sick leave, an employee must submit a sick leave form. If medical attention is required or if absence due to illness is for more than three (3) consecutive days, an employee must submit a certificate from a licensed physician stating the nature of the illness, and the specific date(s) the employee was under physician care, and the employee can return to work without limitation to perform assigned work. A medical doctor's actual signature is required.
- F. **Sick Leave Abuse:** Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action.
- G. **Conversion Upon Retirement or Death:** At the time of any PERS retirement or death, an employee shall be paid 1/3 the value of his accrued but unused sick leave credit based upon the rate of pay at the time of retirement or death not to exceed thirty (30) days. Such payment shall be made once and shall eliminate all sick leave accrued by the employee.
- H. All injuries incurred while performing assigned duties are considered job-related and are subject to Worker's Compensation. An employee with accrued sick leave may elect to use such sick leave for related injuries or receive Worker's-Compensation benefits; under no circumstance shall an employee receive both.

## ARTICLE 26 INJURY LEAVE AND PAY

### SECTION 1.

In the event that an employee is injured and/or involved in any accident while performing job-related duties and responsibilities, he, if physically able, shall report such injury and/or accident to an appropriate supervisor and then execute a written

statement as to the facts and circumstances surrounding the accident and/or injury when physically capable of doing so.

## SECTION 2.

If an employee so injured is physically unable to complete the balance of the workday, he shall be paid for the remainder of that day. Further absence may require the employee to apply for sick leave or benefits pursuant to Workers' Compensation. Employees will receive their regular wages for such injury, pursuant to the established Transitional Work Program.

## SECTION 3.

All employees injured while performing job-related duties and responsibilities are encouraged to immediately file a Workers' Compensation claim. Workers' Compensation claim forms can be obtained from the Engineer.

## SECTION 4.

The Employer shall continue the employee's health insurance pending a determination for Workers' Compensation up to a maximum of sixty (60) calendar days. However, if an employee has more than sixty (60) calendar days sick leave and elects to use sick leave as a result of on-the-job injury, his health insurance shall continue for the duration of his sick leave. An employee who has less than sixty (60) days of sick leave and elects to use sick leave as a result of the on-the-job injury, his health insurance shall continue for up to a maximum of sixty (60) calendar days.

## SECTION 5.

The parties hereby agree to set up an appropriate "Transitional Work Program" of which will become an Addendum to this contract. The parties will negotiate said plan and program within the first six (6) months of this Agreement.

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## SECTION 6.

The Employer agrees to provide any transitional work training as required by the Ohio Revised Code (O.R.C.).

## ARTICLE 27

### UNIFORM ALLOWANCE/TOOLS

The Employer shall continue its current policy of supplying and cleaning uniforms and work clothes.

During the month of March, the Employer will pay up to \$100.00 per calendar year to each employee, upon presentation of a receipt for safety work boots.

## ARTICLE 28 CALL-IN PROCEDURE

Employees shall be subject to call-in. Upon being personally notified to report to work, employees shall punch in within no more than forty-five (45) minutes.

## ARTICLE 29 ORIENTATION

Newly-hired employees will be provided applicable policies and Employer rules and procedures and a copy of the collective bargaining agreement, union authorization and check-off cards, and any other relevant employment information.

## ARTICLE 30 INFORMATION

### SECTION 1.

Employees shall notify the Employer when any change in name, address, home telephone number, marital status, citizenship, tax exemptions, affiliation with any branch of the armed forces, or loss of licensure or insurability occur.

### SECTION 2.

The Employer shall provide the Union with a current list of unit employees, with their name, address, and telephone number. The Employer shall notify the Union of ~~changes of employees' names, addresses, and telephone when it is advised of such~~ changes by the employee.

## ARTICLE 31 POLITICAL ACTIVITY

Employees shall be permitted to engage in political activity to the extent such activity is consistent with applicable law.

ARTICLE 32  
HOSPITALIZATION AND MAJOR MEDICAL

The Employer shall, for the life of this agreement, make the same hospitalization and major medical insurance and other health insurance benefits available to bargaining unit employees as provided by the County Commissioners to unorganized county employees. The costs of such insurance benefits shall be the same as those established by the County Commissioners for said unorganized county employees.

The Parties hereby agree that the Union will have a designated Committee Member to serve on Fulton County Hospitalization Committee, and an Alternate, if necessary.

ARTICLE 33  
HOLIDAYS

SECTION 1.

- A. Eligible full-time bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving  
Christmas

- B. If the state legislature adopts any additional holidays, they shall be added as a paid holiday.

SECTION 2.

In the event any of the listed holidays fall on a Saturday, the preceding workday shall be observed as the holiday. Should a holiday fall on a Sunday, the following workday shall be observed as the holiday.

SECTION 3.

Employees shall receive holiday pay at the rate of pay applicable on the holiday.

## SECTION 4.

Employees must work the day before and the day after a holiday to be eligible for holiday pay, unless on vacation or sick leave verified by a physician's statement.

## SECTION 5.

Employees required to work on a legal holiday will be compensated at the applicable rate (i.e., regular rate or overtime rate) plus straight time pay for the holiday.

## SECTION 6.

The two (2) bargaining unit employee limit for granted vacations shall not apply to the day after Thanksgiving. There shall be no limit to the number of employees who may request and have approved the day after Thanksgiving as a vacation day. (Mechanic excluded in scheduling)

## ARTICLE 34 ENTIRE AGREEMENT

### SECTION 1.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of which the State Employment Relations Board imposes an obligation to bargain and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in its entirety in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each knowingly, unmistakably, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to in this Agreement. The Employer shall ~~have no obligation whatsoever to bargain collectively with respect to the exercise of any rights under Article 37, Management Rights.~~

### SECTION 2.

The provisions of this Agreement established certain rights and benefits for the Union and employees which shall only be coextensive with the terms of the Agreement, and such rights and benefits shall automatically terminate and cease upon the expiration of this Agreement.

SECTION 3.

The union shall not make or have any claim to any rights or benefits not expressly and specifically set forth in this Agreement.

ARTICLE 35  
VACATION

SECTION 1.

Full-time unit employees shall receive vacation leave (accrued vacation) at their current pay rate, when taken in accordance with the following schedule.

<u>Years of service with the Employer</u>	<u>Hours</u>		<u>Work Days</u>
After one (1) year of service	80		10
After eight (8) years of service	120		15
After fifteen (15) years of service	160		20
After twenty-five (25) years of service	200		25
After twenty-six (26) years of service	200	+	26
After twenty-seven (27) years of service	200	+	27
After twenty-eight (28) years of service	200	+	28
After twenty-nine (29) years of service	200	+	29
After thirty (30) years of service	200	+	30

SECTION 2.

Employees requesting vacations must make such requests at least five (5) working days in advance. Vacation requests must be in writing and are subject to the approval by the Engineer. In no event shall more than two (2) vacation requests be approved for the same period. (mechanic excluded in scheduling)

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Emergency vacation shall not be subject to the advanced notification.

SECTION 3.

Employees who use three (3) days or less of sick leave per year may cash in up to two (2) weeks or ten (10) days of vacation accrued, provided, however, that employee must use at least one (1) week of vacation accrued that year.

SECTION 4.

Vacation accrued may be taken in at least four (4) hour increments.

## SECTION 5.

In the event, for whatever reason, an employee does not use vacation accrued, he shall be permitted to carry over vacation. Carryover is limited to twenty-five (25) days.

## ARTICLE 36 LABOR MANAGEMENT MEETINGS

### SECTION 1.

The parties agree to mutually create a labor/management committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer. Each party shall furnish the other party with an agenda at least three (3) working days in advance of any scheduled meeting with a list of matters to be taken up in the meeting and the names of the individuals who will be in attendance. The purpose of the labor/management meeting shall be to :

- a) Discuss the administration of the Agreement.
- b) Notify the Union of changes which may affect bargaining unit employees.
- c) Disseminate general information of interest to Parties.
- d) Give the Union representatives the opportunity to share the views of bargaining unit members and/or suggestions on subjects of interest to those members.
- e) Consider, discuss and may approve health and safety matters.
- f) Make recommendations and/or discuss training issues.
- g) Establish, maintain and carry out training programs, including those required by law.
- h) Discuss ways to improve efficiencies and work performance.

## ARTICLE 37 MANAGEMENT RIGHTS

The Engineer maintains the exclusive right to manage and direct the work force; the right to control all aspects of the operations of the institution and all rights that are the customary functions of management except those which are restricted or modified by the Agreement. This article neither establishes nor grants any right or benefits to employees.

The Engineer retains the right and authority to exercise sole and exclusive judgment and discretion on all employment and operational matters, upon which bargaining is not required by law where this Agreement is silent and for the exercise of which there is no accountability to the Union as to the fact and manner of its exercise. Except as

restricted or modified by this Agreement, such rights, authorities, prerogatives and functions of the Engineer include, by way of illustration and not by way of limitation, the following:

- A. To effectively manage and direct employees including the right to select, hire, determine acceptable standards of conduct and performance, schedule, promote, demote, retire, transfer, assign, evaluate, classify, discipline, discharge and determine the qualifications and standards of selection and continued employment.
- B. To determine the adequacy, size, composition and qualifications of the work force, staffing patterns, and organizational structure.
- C. To determine the goals, objectives, programs, services and work to be performed and to utilize personnel in a manner designed to meet these purposes and improve productivity.
- D. To determine the methods, means, equipment, materials and processes for the accomplishment of work or other alternate ways, methods or means of accomplishing same.
- E. To make such operational changes and decisions as are deemed necessary for the efficient and economical operation of the Engineer's operations.
- F. To eliminate, combine, reallocate, or change the duties of bargaining unit classifications.
- G. To contract or subcontract out where the work can be performed more efficiently or economically.
- H. To issue, amend, and revise policies, procedures, practices, rules and regulations.
- I. To layoff or otherwise relieve employees from duty, permanently or temporarily.
- J. To determine and/or change the number of hours of work, workweek, work schedules, length of work day and beginning and/or ending time of the work shift.
- K. To determine the necessity to schedule and require overtime and the amount required.
- L. To determine when a job vacancy exists, when and if such vacancy is to be filled and the standards of quality and performance to be maintained.

- M. To exercise complete control and discretion over the budget and finances of the Engineer.
- N. To maintain custody of records and other pertinent information.
- O. To determine when an emergency exists and implement advisable and necessary actions in emergency situations.
- P. To reorganize and restructure the organization for the purpose of becoming more cost-effective or efficient.
- Q. To modify or discontinue certain programs, services, methods, or ways of performing the work.
- R. To determine the location and number of facilities of the Engineer.

The Engineer shall exercise the above management rights and other management rights without interference from the Union except where it can be shown by the Union that the Engineer has violated a provision of the Agreement. Further, the Union may not grieve the exercise of management rights except where it can be demonstrated that such exercise is contrary to contractual limitations placed upon management.

The Engineer's failure to exercise any right, prerogative or function hereby reserved to him, or the Engineer's exercise of any such right, prerogative or function in a particular manner, shall not be considered in any way a waiver of the Engineer's right to exercise such right, prerogative, or function or preclude him from exercising the same in some other manner.

The Union waives the right to bargain during the term of the Agreement, the exercise by the Engineer of any and all traditional, statutory or contractual rights reserved to the Engineer under this Article.

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## ~~ARTICLE 38~~ EMERGENCY CONDITIONS

When the work force is sent home early by the Engineer, or not required to work by the Engineer, due to severe weather, disaster, or emergency conditions, those employees who are sent home will be permitted to use any accrued vacation time if requested.

ARTICLE 39  
ALCOHOL AND DRUG TESTING POLICY

SECTION 1.

General: The provisions of this Article are intended to promote and ensure a drug free workplace and to comply with the Omnibus Transportation Act of 1991 (Act) and relevant U.S. Department of Transportation Regulations. The random drug and alcohol testing provision of this policy shall be effective January 1, 1996. It shall be the responsibility of the Engineer to implement and enforce this policy and the Act. Safety sensitive employees are subject to pre-employment, random, post-accident, reasonable suspicion, return to duty, and follow-up testing. Non-safety sensitive employees are not subject to post-accident and random testing, but are subject to other types of substance abuse testing as follows:

A. Pre-employment:

Each newly hired employee of the Engineer's Department shall be required to successfully complete a urine drug test. Further, an employee promoted or transferred into a safety-sensitive position shall be required to successfully complete a drug and alcohol test prior to performing any safety sensitive function. A newly hired employee's employment and a promoted or transferred employee's change into a safety-sensitive position shall be conditioned upon compliance with this provision. The Engineer may also request and receive background information from previous employers of new drivers relative to prior drug and alcohol test information.

B. Random Testing:

Safety sensitive employees shall be subject to random testing for drugs and alcohol on an unannounced and random basis. A scientifically valid method shall be used to randomly select such employees for testing. A safety sensitive employee selected for random testing must proceed or will be escorted immediately upon notification to the collection site. A refusal to submit to a random test which does not lead to a collection as soon as possible shall be considered to be a positive test, subjecting the driver to disqualification and discipline, up to and including discharge. A percentage equal to at least 50 percent of the average number of covered employees will be tested for alcohol annually. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested. This means that some employees may be selected more than once in a calendar year. The random selections will be reasonably spread throughout the year.

C. Post-Accident Testing:

An employee operating a County vehicle during work hours who is involved in an accident where a fatality has occurred shall be required to submit to post-accident drug and alcohol testing. Additionally, an employee who is

involved in an accident where major vehicle damage and/or injury that requires medical treatment away from the accident has occurred to any person involved in the accident and the employee is cited for violating the traffic laws as a result of an accident shall result in the employee being required to submit to post-accident testing. Following any accident, the driver must contact the Engineer as soon as possible. A refusal to submit to a post-accident drug or alcohol test shall be treated as a positive test, subjecting the employee to discipline up to and including discharge. The Engineer may substitute tests for use of drugs or alcohol administered by police or other public safety officers under separate authority in lieu of conducting his own testing. The employee must sign a release allowing the Engineer to obtain results from such federal, state or local officials. A post-accident alcohol or drug test shall be collected as soon as possible following the accident. If no alcohol collection can be made within eight (8) hours, attempts to collect a breath sample shall cease. If no urine sample can be obtained for purposes of a post-accident drug test within thirty-two (32) hours, attempts to make such collection shall cease. The supervisor or management shall direct employee to report to collection site immediately. The employee shall not be permitted to transport himself to the collection site.

D. Reasonable Suspicion Testing:

Employees who are personally observed, on duty, by at least one trained supervisor and/or management employee manifesting physical or behavioral symptoms, appearances, reactions, speech, or odors commonly associated with alcohol or controlled substance use or impairment shall be subject to testing. Such supervisor and/or management employee shall attempt to notify the Engineer or Superintendent, if reasonably available prior to, authorizing to have the employee undergo reasonable suspicion testing. The observing supervisor or management employee should document the grounds for his reasonable suspicion within 24 hours but no later than before the results of the tests are released whichever is earlier. A reasonable suspicion alcohol test should be administered within two (2) hours, but no later than eight (8) hours. The employee shall be accompanied by a supervisor or management employee of the department to the collection site.

E. Return to Duty Testing:

Any employee who has tested positive as a result of any of the above testing, and is not terminated from employment with the Engineer, will not be permitted to return to work until he has been evaluated by a substance abuse professional, completed any recommended rehabilitation, and has a negative test result on a return to duty test. The cost of the return to duty shall be borne by the employee.

F. Follow-up Testing:

Any employee who tests positive, and is not terminated from employment by the Engineer, may be required to participate in follow-up testing for up to 60

months from the employee's return to work if recommended by a Substance Abuse Professional. If the Substance Abuse Professional (SAP) recommends follow-up testing, the employee shall be required to submit to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months after returning to duty. Follow-up testing shall be conducted just before, during, or just after the employee performs a safety-sensitive function and are in addition to random, reasonable suspicion and post-accident testing procedures. The SAP shall direct the schedule of unannounced follow-up testing. The cost of follow-up testing shall be borne by the employee.

### SECTION 3.

#### Testing Procedures:

The following test procedures shall be used for controlled substance and alcohol testing:

#### A. Controlled Substance Testing:

1. Urine specimens shall be collected at a collection site which complies with the procedures set forth in the Act and related regulations and which otherwise conforms to DOT protocols. Such urine specimen shall be split into two vials.
2. The collection site shall be responsible for transmitting specimen samples to a Substance Abuse Mental Health Service Administration (SAMHSA) certified laboratory for analysis. The laboratory shall perform a screening test on such specimen samples and if positive will conduct a confirmatory test using the GC/MS methods. The laboratory shall test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana (2) cocaine (3) opiates (4) amphetamines and (5) phencyclidine (PCP).
3. All laboratory results will be reported to a Medical Review Officer (MRO) designated by the Engineer. Negative results will be reported to the Engineer. Before reporting a positive result to the Engineer, the MRO will attempt to ~~contact the employee to discuss the test result.~~ If the MRO is unable to contact the employee directly, he shall contact the Engineer, who shall in turn direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately.
4. Any individual testing positive may make a request of the MRO to have the secondary vial tested by a different SAMHSA certified lab. Such costs shall be borne by the employee. The request for testing of a second specimen must be made within seventy-two (72) hours of being notified by the Engineer of a positive test result.

The cutoff levels for positive test are listed below.

DRUG TESTING CUT-OFF AND CONFORMATION LIMITS		
DRUG	SCREEN CUT-OFF LEVEL	CONFIRMATION LEVEL
Amphetamines Methamphetamines	1000 ng/ml*	500 500
Cannabinoid (marijuana)	50 ng/ml*	15
Opiates Morphine Codeine	300 ng/ml*	300 300
DRUG	SCREEN CUT-OFF LEVEL	CONFIRMATION LEVEL
Phencyclidine (PCP)	25 ng/ml*	25

\* ng/ml means nanograms per milliliter. A nanogram is one-billionth of a gram. A milliliter is one-thousandth of a liter.

B. Alcohol Testing

Employee alcohol testing shall generally be conducted through the use of an evidential breath testing device (EBT) by a trained breath alcohol technician (BAT). The employee shall follow instructions given by the BAT. If the result of the screening test has an alcohol concentration of .02 or greater, a confirmation test shall be performed.

C. Confidentiality

Test results shall be confidential to the extent required by applicable law. The cost of any testing required shall be paid by the Engineer except as otherwise provided herein.

## SECTION 4.

### Positive Test Results or Prohibited Alcohol Concentrations

The following shall apply when an employee tests positive for alcohol or a controlled substance or has a prohibited alcohol concentration pursuant to any of the above testing.

A. Driver and Employment Eligibility

1. Any safety sensitive employee who, pursuant to any of the required testing above, is found to have an alcohol concentration of .02 or greater but less than .04 shall not be permitted to perform safety sensitive functions for at least 24 hours. The employee shall also be placed on unpaid leave until he/she is fit to return to duty.
2. Any employee who is found through any required testing to have an alcohol concentration level of .04 or greater or tested positive for drugs and is not terminated from employment, shall be prohibited from operating County vehicle. An employee not permitted to drive shall be placed on unpaid leave.

Further, such employee shall be referred for professional assistance and not permitted to return to work until he has completed recommendation rehabilitation and has a negative test result on a return to duty drug test.

3. Nothing herein shall require the Engineer to provide alternate employment during the period when the employee is not in compliance nor is there any obligation on the part of the Engineer to retain an employee who violates the Act or this policy.

B. Discipline and Rehabilitation

1. In addition to the above consequence for a positive test result, the County Engineer may discipline an employee, up to and including discharge, for violations of the Act, this policy, and/or misconduct or poor performance resulting from an alcohol or substance abuse problem. However, any discipline may, at the discretion of the Engineer, be mitigated by the willingness of the employee to complete a rehabilitation program, if offered. In no event shall an employee be permitted more than one chance at rehabilitation. Failure to complete or participate in a prescribed rehabilitation program shall result in the employee's discharge. A refusal to test or a positive test result on a return to duty or follow-up test shall be cause for termination. The cost for rehabilitation services shall be paid by the employee except that the employee may use any benefits provided under the County's health insurance plan.
2. Nothing herein shall be construed as a guarantee that the Engineer will offer an employee an opportunity for rehabilitation. The Engineer's decision as to whether or not an employee shall be offered rehabilitation and therefore not discharged, shall be made on the basis of the circumstances surrounding the employee's positive drug test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.), the employee's work records, and other factors traditionally considered when determining whether to retain an employee.
3. ~~An employee who voluntarily seeks rehabilitation for a drug or alcohol problem prior to detection shall not be disciplined.~~

C. Refusal to Test

Employees who refuse to submit to required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include (1) a failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so, (2) any conduct which clearly obstructs the testing process such as unavailability or a delay in providing a sample, and (3) a failure to execute forms required as part of the testing process.

D. Test Results

For purposes of this policy, a positive test result shall mean .04 or greater for alcohol or a level above those established by the Department of Transportation in the screening and confirmatory tests for marijuana, cocaine, amphetamines, opiates, and phencyclidine. A test result for alcohol between .02 but less than .04 shall be considered a prohibited concentration.

SECTION 5.

Prohibition Against Use of Alcohol or Controlled Substances:

The Engineer seeks to provide a workplace for employees that is free from the risks posed by the use of alcohol and controlled substances. Therefore, the unlawful manufacture, distribution, being under the influence, sale, possession, or use of a controlled substance or alcohol is strictly prohibited in the workplace. An employee is subject to discipline up to and including immediate termination from employment and/or referral to an appropriate law enforcement authority for violation of this policy. In specific regard to alcohol use, employees are prohibited from any use that could affect the performance of the employee including use during the four (4) hours prior to work, having prohibited concentrations of alcohol in their system while operating a vehicle, and use of alcohol during the eight (8) hours after an accident.

SECTION 6.

Supervisor and Employee Training:

The Engineer will ensure that persons authorized to determine reasonable suspicion are trained, in compliance with the Act, to recognize the symptoms of impairment and intoxication. Further, employees of the department shall be provided a copy of this policy prior to the start of alcohol and controlled substances testing under the Act as well as other information concerning the effects of alcohol and controlled substance use, signs and symptoms of substance abuse problems, etc. All employees will be informed of the Engineer's testing policy before its implementation. All new employees will be provided with this information when initially hired. Employees shall not be tested until information has been provided.

SECTION 7.

Medical Prescriptions:

Employees who are taking prescription medication that may cause impairment or drowsiness must furnish the Engineer with a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance of the employee's job.

## SECTION 8.

### Employee Status:

Employees shall be on paid status while submitting to any random, post-accident, reasonable suspicion or follow-up testing performed during times when the employee is scheduled to work. An employee who is not permitted to return to work pending the outcome of a test result conducted pursuant to the provisions relating to reasonable suspicion testing and where the test result is ultimately negative, shall be paid for the time he was not permitted to work.

## SECTION 9.

### Definitions:

- Accident means-
  - (1) Except as provided in paragraph (2) of this definition, an occurrence involving a commercial motor vehicle operating on a public road which results in:
    - i. A fatality;
    - ii. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - iii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
  - (2) The term accident does not include:
    - i. An occurrence involving only boarding and alighting from a stationary motor vehicle; or
    - ii. An occurrence involving only the loading or unloading of cargo; or
    - iii. An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by a motor carrier and is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with federal regulations.
- Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- Chain of Custody. These are the procedures beginning at the time of collection to account for all handling and storage of each specimen.
- Conformation Test. For alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data

of alcohol concentration. For controlled substances means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- Cut off level. The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.
- Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
- Substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or additional counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

## ARTICLE 40 WAGES

### SECTION 1.

Employees in bargaining unit classification shall receive the hourly wage rates set forth in Appendix A.

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### SECTION 2.

Newly hired bargaining unit employees shall be compensated at the hire in rate set forth in Appendix A throughout the duration of their probationary period. Upon completion of their probationary period, unit employees shall be compensated at the regular hourly wage rate established for their classification as set forth in Appendix A.

### SECTION 3.

Beginning January 1<sup>st</sup>, through December, annually unit employees shall be eligible for an annual performance bonus in addition to the wage rates established in Appendix A to be paid commencing in December, at the time of the first pay period payment, based upon the average bi-annual performance reviews, pursuant to the system established herein.

### SECTION 4.

The ratings of employees shall be based upon the evaluations performed in good faith by the Superintendent and the Employee Evaluation Committee consisting of three (3) employees selected by the Union under internal procedures. The current evaluations shall be used. Each standard shall be ranked from Always to Never reading from left to right with a numerical value of 4-3-2-1-0. The Highway Worker, Mechanic, and Route Marker evaluation shall have forty (40) standards. The Garage Clerk classification shall have forty-two (42) standards. The NA shall not be used.

### SECTION 5.

The already completed evaluations of the Superintendent and the Committee shall be exchanged at separate labor-management meetings to be held in May and November. The ratings shall be compared at each meeting. If the rating of the Superintendent and Union Committee fall within the same range, the ratings shall be added together and divided by two (2) to arrive at the employee's rating for that evaluation period. If the evaluation rating of the Employer and the Union do not agree and it effects the employee's range for the period, the parties shall, in good faith attempt to reconcile the difference in order that their ratings fall within the same range. To determine the employee's overall rating used to determine the bonus amount, the employee's rating on the two (2) evaluations shall be added together and divided by two (2). Disputes between the ratings of the Superintendent and the employee committee that cannot be resolved and which affects the rating category to which the employee is placed, shall be submitted to the Engineer for determination. A grievance filed under this section may be appealed to arbitration.

### SECTION 6.

Employees may challenge the evaluations and ratings given by filing a grievance. The filing of a grievance shall not delay the bonus payment.

## SECTION 7.

The classification, rating, and bonus amount shall be based upon the following standard for the classification set forth:

Classification	Numerical Rating	Bonus Amount
Highway Worker	140-160	\$300.00
Route Mark, and Mechanic	100-139	\$150.00
Garage Clerk	147-168	\$300.00
	105-146	\$150.00

The bonus shall be paid in a lump sum on the date provided above. The computation is made as follows: 1) The evaluations determine the rating. 2) The rating determines the amount of the bonus.

## ARTICLE 41 P.E.O.P.L.E.

### SECTION 1.

Effective 4-1-2005, the Employer will deduct from employee(s) earnings, voluntary P.E.O.P.L.E. deduction(s) to the National P.E.O.P.L.E. Committee, and submit monthly any such voluntary contribution(s) to the P.E.O.P.L.E. Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, along with the appropriate listing(s).

### SECTION 2.

All such voluntary payroll deduction(s) shall be on this card. (See Appendix).

### SECTION 3.

This voluntary Payroll Deduction will be consistent on and through the County Auditor computer and payroll system, at the earliest date to that of 4-1-05.

### SECTION 4.

The Union, upon receipt of any such funds, holds the Employer harmless from any claims or legal action(s) as a result of these deduction(s).

ARTICLE 42  
AFSCME Care Plan

SECTION 1.

Effective 3-1-05 the Employer shall contribute \$26.50 per month per employee "to the Ohio AFSCME Care Plan", who is covered by this Agreement for the following items:

Hearing Aide	.50 per month per employee
Dental # II	\$26.00 per month per employee

These rates will be fixed for the life of this contract term.

These contributions will be sent to the AFSCME Ohio Care Plan, 1603 East 27<sup>th</sup> Street, Cleveland, Ohio 44114, along with an employee listing monthly.

ARTICLE 43  
DURATION

SECTION 1.

This Agreement shall be effective as of March 1, 2011 (execution date) and shall remain in force and effect until 12:00 midnight on February 28, 2014, provided, however, that it shall be renewed automatically on its termination date for another year in the form that it is written unless either party gives written notice to the other party of their desire to negotiate, modify, terminate, or amend this Agreement. The party desiring to negotiate, modify, or amend this Agreement shall give written notice no earlier than one hundred twenty (120) calendar days and not later than ninety (90) calendar days prior to the expiration of this Agreement. The parties shall commence negotiations within two weeks of receipt of such notice of intent to negotiate.

SECTION 2.

Notwithstanding Article 43.1 above, the parties agree to a reopener of Article 40, Section 1, and Appendix A, Wages, effective March 1, 2012. The notice period for the reopener shall not be less than sixty (60) days prior to the anniversary date of the collective bargaining agreement. Article 5, No Strike/No Lockout shall be waived for purposes of this reopener. The reopener shall be conducted in accordance with O.R.C. 4117.

Notwithstanding Article 43.1 above, the parties agree to a reopener of Article 40, Section 1 and Appendix A, Wages, effective March 1, 2013. The notice period for the reopener shall not be less than sixty (60) days prior to the anniversary date of the

collective bargaining agreement. Article 5, No Strike/No Lockout shall be waived for purposes of this re-opener. The reopener shall be conducted in accordance with O.R.C. 4117.

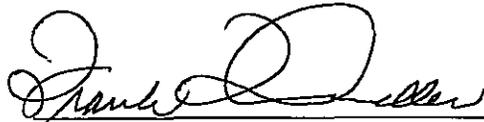
SECTION 3.

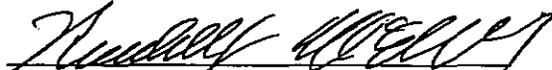
In the event either party desires to terminate this Agreement on or after the termination date set forth in Section 1 above, written notice must be given to the other party no less than ten (10) days prior to the final termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 6<sup>th</sup> day of May, 2011.

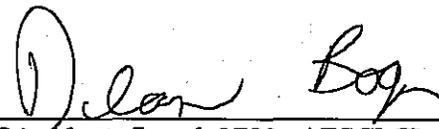
On behalf of the Fulton County Engineer:

For Ohio Council 8, AFSCME,  
AFL-CIO, and Local 2782, AFL-CIO:

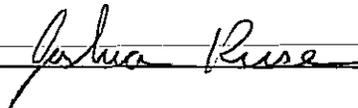
  
\_\_\_\_\_  
Fulton County Engineer

  
\_\_\_\_\_  
Ohio Council 8, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Fulton County Commissioner

  
\_\_\_\_\_  
President, Local 2782, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Fulton County Commissioner

  
\_\_\_\_\_

  
\_\_\_\_\_  
Fulton County Commissioner

Approved as to form:  
  
\_\_\_\_\_  
Scott A. Haselman  
Fulton County Prosecuting Attorney

APPENDIX A  
WAGES

CLASSIFICATION	3-1-2011
Garage Clerk	\$15.94
Route Marker	\$18.23
Mechanic	\$19.23
Highway Worker	\$18.23

New hired employees during their initial probationary period shall receive (.50) fifty cents per hour less than the above rates. Upon completion of their initial new hired probationary period, said employees shall move to the above job rates.

GRIEVANCE REPORT  
AFSCME OHIO COUNCIL 8, LOCAL \_\_\_\_\_

Employee's Name \_\_\_\_\_  
 Employee's Classification \_\_\_\_\_ Date \_\_\_\_\_  
 Department \_\_\_\_\_ Supervisor \_\_\_\_\_  
 Employee's Signature \_\_\_\_\_  
 Union Representative Signature \_\_\_\_\_  
 Grievance \_\_\_\_\_ Date Submitted \_\_\_\_\_  
 \_\_\_\_\_ Step 1. \_\_\_\_\_  
 \_\_\_\_\_ Step 2. \_\_\_\_\_  
 \_\_\_\_\_ Step 3. \_\_\_\_\_  
 \_\_\_\_\_  
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Articles of Contract Violated \_\_\_\_\_  
 Remedy Desired \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

.....

Answer from Step 1. \_\_\_\_\_

\_\_\_\_\_  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Answer from Step 2. \_\_\_\_\_

\_\_\_\_\_  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Answer from Step 3. \_\_\_\_\_

\_\_\_\_\_  
Date Submitted to Arbitration \_\_\_\_\_

**EMERGENCY VACATION FORM**

**CERTIFICATE OF ABSENCE**

NAME: \_\_\_\_\_

\_\_\_\_\_ Hours  
Date or Dates

\_\_\_\_\_ Hours  
Date or Dates

TOTAL HOURS \_\_\_\_\_

I hereby certify that I was absent from work on the above listed day(s) and I further certify that my absence was due to circumstances beyond my control that prevented the advanced notification of five (5) working days. I request that the hours be deducted from my accumulated vacation time. If the length of my absence exceeds my accumulated vacation time, I understand that the balance of time will be considered an unpaid leave.

The reason for my absence and why it qualifies for "emergency vacation" is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

Superintendent \_\_\_\_\_  
Date \_\_\_\_\_

Engineer \_\_\_\_\_  
Date \_\_\_\_\_



**AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION**



**AFSCME Ohio Council 6 Local \_\_\_\_\_**

PLEASE PRINT LEGIBLY.

I hereby authorize my employer and associated agencies to deduct each pay period the amount specified in the box below as a voluntary contribution to be paid to the Treasurer of the PEOPLE Qualified Committee, AFSCME, AFL-CIO, PO Box 65334, Washington, D.C. 20035-5334, to be used in accordance with the bylaws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

**Total Amount to be Deducted Annually in Equal Installments:**

\$100 MVP     \$250

Other \$ \_\_\_\_\_

Circle check size.  
S M L XL 2XL 3XL 4XL

**For Office Use Only**

CHECK RECEIVED

of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

LAST Name \_\_\_\_\_ First \_\_\_\_\_ MLL \_\_\_\_\_

Street Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Social Security Number \_\_\_\_\_

Name of Employer \_\_\_\_\_ Occupation \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Recruiter \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with federal law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. Contributions of gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.



WHITE: Employer or PROS International YELLOW: Control

03 11

Transitional Work Program  
Fulton County Engineer Employees

- A. If an employee has an injury resulting in a Workers' Compensation claim that prevents them from returning to their former position of employment, work may be made available based upon the physicians' restrictions.

The Transitional Work Program Policy for Fulton County and the Engineer Employees will be utilized only in the event the employee sustains a work related injury or occupational disease while working as a county employee, which has either been allowed by the Bureau of Workers' Compensation or Industrial Commission, or is in litigation.

The Transitional Work Program has been established in such a way as to allow an injured worker to return to reasonably productive employment within their physical restrictions.

The Transitional Work Program shall be limited to an initial, twelve (12) weeks; however the employer shall have the option to extend the plan as the situation warrants. Any additional extension or consideration of a Transitional Work plan shall be granted only based upon the approval of the administrative team of the employer and the union; and as medical restrictions, are required.

Any individual while in the Transitional Work Program shall be required to provide medical documentation every two (2) weeks regarding the status of their injury or disease, including the specific diagnosis, and applicable medical restrictions, from their physician.

- B. There may be occasions within the specific time periods, whereas, there is no available, "Transitional Work" at the Engineers Office and Garage, and any such injured employee may be temporarily assigned to other Fulton County Agencies.
- C. See full attached Claims Management Program.
- 

- D. Managed Care Organization; for Workers Comp. is; Local 2782  
Compmanagement Health Systems  
P.O. Box # 1040  
Dublin, Ohio 43017  
1-888-247-7799

Third Party Administrator, for Workers Comp. is;  
Compmanagement Inc.  
P.O. Box # 884  
Dublin, Ohio 43017  
1-800-825-6755

Public Records Requests

The Employer, Fulton County Engineer, gave the President Dean Boger, a copy of the Fulton County Engineer, Policy on Public Records, as circulated by Fulton County. This copy was for information of a county policy only.

Discussion reflected that the bargaining unit employees, is not responsible, as a custodian of records for the Employer or for Fulton County on any of these matters. Also, the Parties reflected that certain, per law, is prohibited from publication(s), which include but not limited to medical records, alcohol and drug testing, and certain ODOT regulations.

The Union recognizes and the Employer recognizes, that certain laws require the Parties to understand and observe these policies.

For the Union:

For the Employer:

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Date: \_\_\_\_\_

Date: \_\_\_\_\_