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STATE ENGINEER'S OFFICE
PAULDING COUNTY, GEORGIA

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AGREEMENT
BETWEEN
PAULDING COUNTY ENGINEER'S OFFICE
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NOS. 18-18G
DECEMBER 1, 2012 THROUGH NOVEMBER 30, 2015

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ARTICLE I - PREAMBLE

Section 1 This Agreement sets forth the agreements between the Paulding County Engineer's Office herein referred to as "Employer" and International Union of Operating Engineers, Local Union Nos. 18-18G herein referred to as the "Union" which represents employees of the Employer, as specified herein, and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; recognize that the services provided by the Employer are important to the health, safety and welfare of the citizens of Paulding County and to set forth the full and the complete understandings and agreements between the parties governing the rates of pay, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE II - UNION RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board (SERB) in case Number 86-REP-I I-0352.

All regular full-time employees of the Employer, including all bridge workers, highway workers, survey technicians, equipment operators, mechanics and building and grounds maintenance workers, but excluding: All part-time, professional, management level, confidential, supervisors, employees who act in a fiduciary capacity, appointed pursuant to Article 124.11 of the Revised Code, students, seasonal and casual employees.

Section 2 The Employer will not recognize any other Union as the representative for any employee within the bargaining unit referenced above during the term of this Agreement unless such other organization is so certified by the SERB.

Section 3 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. Except should the Employer create any new classification, the parties shall meet to determine whether such new or re-titled classification should be included in the bargaining unit.

Section 4 In the event the parties are unable to reach an agreement, the dispute shall be submitted to SERB.

Excluded crew leader positions are "working" positions as has always been the procedure in the Employer's office. Said crew leader who operates equipment at the implementation of this Agreement shall continue this practice up to the expiration of this Agreement unless there would be bargaining unit employees laid off who are qualified to operate said equipment, in which case the Employer agrees that the crew leader will not work. The Employer will provide all employees opportunities to train in the operation of county equipment. For training purposes, the Employer agrees to provide a qualified supervisor and equipment after working hours, and/or lunch time, to any employee who submits a request in writing to the superintendent. Such time shall be established by mutual agreement between the employee and supervisor. The Employer also agrees to permit posting any training opportunities offered by the Union on the Union bulletin board. All employees are expected and required to work in cases of natural disasters or emergencies declared by the Employer.

ARTICLE III - UNION SECURITY

Section 1 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible from the bargaining unit upon the successful completion of their initial fourteen (14) day period and upon receipt from the employee or the Union of an authorization card signed by the employee voluntarily for that purpose.

Section 2 The Employer agrees to deduct regular Union membership dues, initiation fees or assessments once (1x) each month from the pay of any employee. Upon receipt of the proper authorization form, the Employer will deduct the Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization. The Employer must be given a one (1) month, thirty (30) day notice for making any changes in any employee's dues deductions.

Section 3 The Employer shall be relieved from making such individual check-off deductions upon:

1. Termination of employment.
2. Transfer or promotion to a job other than one covered by the bargaining unit.
3. Layoff from work.
4. An agreed leave of absence.

5. Revocation of the check-off authorization in accordance with its terms and with applicable law.

Section 4 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.

Section 5 The Employer will cause the dues deducted from the eligible bargaining unit employees' pay to be remitted once (1x) each month in accordance with this Article to the individual officer designated in writing to receive same by the Union.

Section 6 It is specifically agreed by the Employer and Union that the Employer assumes no obligation, financial or otherwise, 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 anyone arising from the deductions made by the Employer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

Section 7 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 8 It is specifically agreed that neither the employees nor the Union shall have claims 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 the date of postmark from Paulding County. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

Section 9 All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment; however, upon completion of their initial fourteen (14) day period all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's prorated share of:

1. The direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement.
2. The Union expenses incurred for activities normally and reasonably employed to effectuate its duties as exclusive representative of the employees in the bargaining unit covered by this Agreement.

Section 10 Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Local Union, nor shall the fair share fees exceed dues paid by members of the Local Union who are in the bargaining unit. The fair share fee as determined by the Union shall be certified by mail to the Employer.

Section 11 The Union shall prescribe an internal procedure to determine a rebate, if any for non-members which conforms to federal law, provided a non-member makes a timely demand on the Union. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with SERB within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Employer from the payroll check of the bargaining unit employee and its payment to the Union is automatic and does not require the written authorization of the bargaining unit employee.

Section 12 Any bargaining unit employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to SERB, it shall declare the employee exempt from becoming a member of or financially supporting the Local Union. The employee shall be required, in lieu of the fair share fee, to

pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 5018 (3) of the Internal Revenue Code mutually agreed upon by the bargaining unit employee and the representative of the Union.

Section 13 The Employer shall not be required to remit to the Union the monthly fair share fees of non-union bargaining unit employees and the dues, assessments or membership fees of Union members during the period of an authorized or unauthorized strike, walkout or other job action by the Union, Union membership or upon Agreement termination.

Section 14 The Union agrees to hold the Employer harmless, against any and all claims, which may arise in the Employer's implementation of the fair share provisions of this Article.

Section 15 Payroll deductions will be available to bargaining unit employees for the Ohio Operating Engineers Federal Credit Union; the employee must complete the proper deduction forms.

Section 16 Bargaining unit employees will not be required to enroll in payroll direct deposit.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1 The Union recognizes the right and authority of the Employer to administer the business of the Employer, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees.
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.

- C. To determine the office goals, objectives, programs and services and to utilize personnel in the manner designed to effectively meet these purposes.
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds or abolishment of positions.
- E. To determine the hours of work and work schedules required to most effectively operate.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications and the standards of quality and performance to be maintained.
- G. To determine the necessity to schedule overtime and the amount required thereof.
- H. To maintain the security of records and other important information.
- I. To determine the overall budget, and the uses thereof.
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations.
- K. To determine and implement necessary actions in emergency situations.
- L. Any employee required to have a CDL (Commercial Driver's License) will do so at the employee's expense.

Section 2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE V - NON-DISCRIMINATION

Section 1 The Employer and the Union will not interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership or legal activity on behalf of the Union. The Employer and the Union will not discriminate in respect to hire, tenure of employment, political affiliations or any term or condition of employment against any employee covered by this Agreement because of membership in or legal activity on behalf of the Union or against any

employee who is not a member of the Union.

Section 2 The Employer agrees not to discriminate against any individual with respect to hiring, compensation terms, or conditions of employment because of such individual's race, color, religion, sex, age, national origin, political affiliations, or ancestry of any person, nor will they discriminate against any individual capable of performing the duties of his/her position because of such individual's disability. Any employee may participate in partisan political activities to the extent permitted by law.

ARTICLE VI - UNION REPRESENTATIVE

Section 1 Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify himself/herself to the Employer or the Employer's designated representative before contacting any employee.

Section 2 The Employer shall recognize the employee designated by the Union to act as Union Steward and an employee to act as this employee's alternate for the purpose of representation as outlined under this Agreement. Union Stewards may be included and shall be notified prior to any disciplinary action toward a Union employee.

Section 3 The Union shall provide to the Employer the name of the Union Steward which is to be kept current at all times and shall include the following: name, address, home telephone number, immediate supervisor and the Union office held. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4 The investigation and writing of grievances shall be on duty time, not to exceed two (2) hours per week. If regular grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5 Rules governing the activity of Union representatives are:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

- B. The Union shall not conduct Union activities in any work area(s) without first (1st) notifying the Employer or his/her designee in charge of that area(s) of the nature of the Union activity.
- C. A Union employee official abusing the rules of this Section is subject to disciplinary action.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1 The term grievance shall mean a timely and sufficient allegation by a bargaining unit 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 the articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the Constitutions of the United States or the state of Ohio. This grievance procedure shall be used to resolve matters covered by this Agreement.

Section 2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the state of Ohio or the United States for review or redress of a specific matter (limited to Workers' Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission) such matters may not be made the subject of a grievance and may not be processed as such. The employee and his/her representative may meet with the Employer in an effort to resolve the matter prior to an appeal through such agency.

Section 3 All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

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

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

Section 4

Step 1: The aggrieved employee will discuss the dispute with his/her immediate supervisor or Employer representative accompanied by the Steward. The grievance shall be orally brought to the Employer's attention within five (5) working days of the occurrence or discovery of the grievance, but in no event will the grievance be honored by management later than ten (10) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

Step 2: If no settlement is reached, the employee shall put his/her grievance in writing within five (5) working days after the Step 1 meeting, dated and signed along with this Agreement Article effected and submit the grievance to the Union business representative and the Employer's designee who shall meet and attempt to settle the matter.

All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature.
2. Date grievance was first (1st) discussed.
3. Date grievance was filed in writing.
4. Name of supervisor with whom grievance was discussed.
5. Date and time grievance occurred.
6. Where grievance occurred.
7. Description of incident giving rise to the grievance.
8. Articles and sections of this Agreement violated.
9. Desired remedy to resolve grievance.
10. The Union's standard grievance form shall be acceptable.

The time limits of the grievance procedure may be extended by mutual agreement of the parties. If no settlement can be reached within ten (10) working days from the date of the written grievance then:

Step 3: Both parties voluntarily agree to attempt the following procedure: If prior to a grievance being referred to arbitration, no settlement can be reached the grievance shall be referred to a committee consisting of four (4) members, two (2) to be appointed by the Employer and two (2) to be appointed by the Union. Where the committee, by a majority vote (three (3) members or more) resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all

parties and individuals bound by this Agreement. In case of failure of either party to appear at the hearing of a grievance properly filed, the party in attendance shall offer evidence in support of its position and the committee shall dispose of the case on the basis of such evidence.

Step 4: If no settlement is reached in Step 3, within ten (10) working days from the date that the grievance is referred to the committee, then the grievance shall be referred to arbitration as provided in this article. The Arbitrator shall be selected by mutual agreement of the Employer and the employee's representative from a list of Arbitrators obtained from the Federal Mediation and Conciliation Service (FMCS).

If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the FMCS to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

The expenses and fees of the Arbitrator shall be shared equally by the parties. Each party shall bear the expenses of its own presentation. The Arbitrator shall have no power to add to, subtract from or modify any of the terms or provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the Employer, the Union and all affected employees.

ARTICLE VIII - DISCIPLINE

Section 1

The tenure of every bargaining unit employee of the Employer shall be good behavior and efficient service. No employee shall be reduced in rate of pay, suspended, discharged, removed or otherwise disciplined except for just cause. The Employer may discipline an employee for violations occurring while the employee is on duty. It is mutually agreed that one (1) tardiness per quarter shall be without disciplinary action.

Forms of disciplinary action may include:

- A. Verbal warning (time and date recorded).
- B. Written reprimand.
- C. Suspension without pay for three (3) days.
- D. Suspension without pay for five (5) days.
- E. Discharge from employment.

- Section 2** Causes for major disciplinary action or immediate discharge: Incompetency, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior, conviction of a felony or any other acts of misfeasance or nonfeasance in office shall be caused for major disciplinary action or immediate discharge. Blood alcohol levels above legal limits at time of test, failure of random drug and alcohol test and loss of commercial and/or operations driving license.
- Section 3** Except in instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct and the severity of the act requiring discipline.
- Section 4** Anytime the Employer or any of his/her representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- Section 5** Whenever the Employer or his/her designee determines that an employee's conduct may warrant a suspension, demotion or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at a pre-disciplinary conference by themselves or their Union representative. When an employee is under investigation for an offense that could result in a suspension or discharge, the employee shall be notified by the Employer within ten (10) working days of the Employer acquiring knowledge of the incident (or last incident where there is a series of incidents) that he/she is under investigation.
- Section 6** Disciplinary actions may be appealed through the grievance procedure in accordance with Article VII – Grievance Procedure.
- Section 7** Records of verbal warnings and written reprimands shall cease to have force or affect nine (9) months from the date of issuance and shall, upon the request of the employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of more severe discipline shall cease to have any force or effect twenty-four (24) months from the date of issuance and shall, upon request of the employee, be removed from the personnel file provided no intervening discipline has occurred.

ARTICLE IX - SENIORITY/PROBATIONARY PERIOD

Section 1 Seniority as that term is used in this Agreement is defined as an employee's length of uninterrupted continuous service with the Employer as a full-time regular employee. Seniority is computed from the employee's last date of hire. An employee's seniority shall be credited upon his/her successful completion of his/her probationary period.

Section 2 Seniority shall be used for the purposes as described in the various articles of this Agreement.

Section 3 An employee shall lose all previously accumulated seniority for any of the following reasons:

- A. Retirement.
- B. Resignation.
- C. Sustained discharge.
- D. Layoff lasting more than twelve (12) months.
- E. Failing to return from a leave of absence unless extended.

Section 4 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first (1st) day for which the employee begins work in the bargaining unit position. The length of probationary period shall be in accordance with the following schedule based on the employee classification and as a full-time employee. Time spent in non-work status shall not be counted toward completion of employee's probationary period.

<u>CLASSIFICATION:</u>	<u>LENGTH OF PROBATIONARY PERIOD:</u>
Highway Maintenance Mechanic Operator	One (1) Calendar Year*

A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no appeal over such removal.

*Probationary employees will become Union members after fourteen (14) calendar days and will be eligible for medical insurance and holiday pay after one hundred and twenty (120) calendar days. The Employer may classify a new employee as probationary for a maximum

period of one (1) year. If an employee in this classification is not able to perform the work of his/her job classification before the end of the probationary period, their employment may be terminated.

Section 5 A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be in accordance with the following schedule, depending upon the classification to which the employee is promoted. During this six (6) month probationary period, the employee may request to return to his/her previous classification or the Employer will return the employee to his/her previous classification if he/she fails to perform this job in a satisfactory manner:

<u>CLASSIFICATION:</u>	<u>LENGTH OF PROBATIONARY PERIOD:</u>
Highway Maintenance Mechanic Operator	Six (6) Calendar Months*

ARTICLE X - LAYOFF AND RECALL

Section 1 In case any long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 2 The Employer may lay off employees due to lack of work, lack of funds, job abolishment or reorganization. Affected employees shall receive notice of any long-term layoffs fourteen (14) calendar days prior to the effective day of layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Section 3 The Employer shall determine in which classifications layoff will occur. Employees shall be laid off within each classification in the order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 4 When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior

employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Employer recalls employees off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 5 Notice of recall shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested to the last mailing address provided by the employee.

Section 6 The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE XI - SICK LEAVE

Section 1 In order that employees understand their rights and responsibilities regarding the use of sick leave, the following rules have been established:

- A. All employees shall earn sick leave at the rate of four point six (4.6) hours for each eighty (80) hours of service in active pay status in accordance with the Ohio Revised Code. Active pay status shall include approved vacation and sick leave *but* not include time on leave of absence or layoff. The maximum hours which may be added per year under this provision is one hundred and twenty (120) hours.
- B. Sick leave shall be charged in minimum units of thirty (30) minutes.
- C. Sick leave may be granted to an employee only upon recommendation from the immediate supervisor and approval by the Employer or his/her designated representative for the following reasons:
 - 1. Illness or injury of the employee or a member of the immediate family. (In case of a member of the immediate family not living with the employee, the Employer may credit sick leave when it appears justified after careful investigation).

2. Death of a member of the immediate family (sick leave usage is limited to a maximum of five (5) working days). Immediate family is defined as follows: husband, wife, child, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent.

In addition, one (1) day of bereavement pay may be deducted from an employee's sick leave balance for the death of any of the following members: aunt, uncle or other in-laws.

3. Medical, dental or optical examination or treatment of employee or a member of the immediate family. (Employees should make every effort to schedule such appointments during non-working hours. If this is not possible, the employee should schedule the appointment near the end of the work day and work up to one (1) hour prior to the appointment. Whenever possible, the employee shall notify his/her immediate supervisor twenty-four (24) hours in advance of any appointment scheduled during working hours. The employee shall return to work following the appointment unless: his/her physician instructs him/her otherwise; or less than two (2) hours of his/her scheduled work shift remains).
4. If a member of the immediate family is afflicted with a contagious disease or requires the care of the employee; or when through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.
6. If an employee is on approved sick leave and a holiday falls during the sick leave, the employee shall not be charged sick leave for the holiday.

- D. Sick leave will not be granted to an employee who comes to work after his/her starting time and did not call in according to the established call in procedure to indicate he/she will be late or absent for part of the day.

E. *Evidence Required for Sick Leave Usage:*

The employee shall be required to complete, sign and personally deliver, to his/her supervisor, a standard Request for Leave form. If medical attention is required, the Employer may require a doctor's statement to justify the use of sick leave and to determine if the employee is medically capable to return to work. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Application for sick leave should be filed immediately upon the employee's return to work on a form provided by the Employer. Employees shall not be paid sick leave unless and until they have submitted the above application and it is approved by the Employer.

F. *Notification by Employee (call-in procedure):*

When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated persons, prior to the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements are made with the employee's immediate supervisor. When reporting off sick, the employee must advise his/her supervisor or the superintendent each day prior to their start time. Employees failing to notify their immediate supervisor as prescribed herein shall not be paid and shall be subject to disciplinary action. Such notification by the employee shall not be considered as approval of the sick leave. Approval of sick leave shall not be made until the employee has submitted the proper form and it has been reviewed and approved by the Employer or his/her designee.

G. *Abuse of Sick Leave:*

The Employer may initiate an investigation when an employee is suspected of abusing sick leave privileges. Patterned or excessive use of undocumented sick leave, including excessive use of sick leave in conjunction with vacation leave, will be scrutinized carefully. The Employer may require employees to provide medical documentation, to justify future uses of sick leave, if the employee has been notified that they have developed a patterned or used excessive amount of undocumented sick leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in

dismissal and refund of salary or wages paid. The employee must be at home while on sick leave unless on a medical-related errand or appointment or other approval of the Employer.

H. Physician Statement:

1. Employees with an illness or disability exceeding three (3) days may be required to furnish a statement from their physician notifying the Employer that the employee was unable to perform his/her duties.
2. Where sick leave is requested to care for a member of the immediate family the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

I. Physical Examination:

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, disability leave, or make application for disability retirement. The cost of such examination shall be paid by the Employer.

Section 2 Bargaining unit employees of the Employer may elect at the time of retirement from active service with the Employer and with ten (10) or more years of service with the Employer, to be paid in cash for one-half (½) of the value accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

ARTICLE XII - LEAVE OF ABSENCE

Section 1 An employee may be granted a leave of absence without pay for up to six (6) months for illness, disability, recuperation therefrom after having exhausted his/her sick leave and vacation time and other emergencies or valid reasons. Under no circumstances will any leave of absence be granted for the purpose of working elsewhere including self-employment.

Section 2 The Employer shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement or applicable law. A leave of absence without pay shall be requested on a standard form designated by the Employer.

Section 3 Existing federal and state laws will apply to maternity leave, military leave with pay, military leave without pay, disability leave, court leave for non-job related court appearance and family medical leave.

Section 4 Employees called for Jury Duty, by summons or as a court witness by subpoena, may elect to receive full pay for any regularly scheduled hours missed as a result of such service.

If an employee elects to be paid by the Employer for hours missed, as a result of such duty, all money received as compensation from the court must be turned over to the County. Such employees must present evidence of the amount of money received for service.

In order to receive such pay, employees must present their summons or subpoena to the Employer or his/her designee as soon as practicable before commencing service.

Employees are expected to report for work if, after court or jury responsibilities are met, four (4) or more hours of an employee's regularly scheduled shift remains.

Employees will not be entitled to court or jury leave when appearing in court for an employee's personal matter, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. These absences will be considered leave without pay, or if approved in advance, charged against an employee's accumulated vacation or compensatory time.

Section 5 Employees may elect compensatory time off (comp time) at a rate of one and one-half (1 ½) hours for every hour worked in excess of forty (40) hours during a work week.

Employees can accrue or use no more than one hundred twenty (120) hours of compensatory time off per year. Comp time balances will be calculated through December 31st of each calendar year. Each employee may cash out up to twenty (20) hours of accrued comp time once (1x) annually and will in no circumstance be able to accumulate more than one hundred and twenty (120) hours per year. Each employee will start a new calendar year with a comp time balance of zero (0). Upon termination, accrued balances of comp time will be paid at the final regular rate of pay received by the employee.

ARTICLE XIII - BIDDING ON VACANCIES

- Section 1 The Employer shall determine when a vacancy exists. Whenever the Employer determines there is a vacancy of a permanent or temporary nature (i.e. temporary is defined as more than thirty (30) working days, but not longer than six (6) months), the Employer shall cause the vacancy to be posted for bid. All employees of the bargaining unit shall be afforded the right to bid on any vacancy.
- Section 2 The Employer shall cause the vacancy to be posted for five (5) working days on the office bulletin board. All bids must be in by the close of business on the fifth (5th) day; any bid received after the fifth (5th) day shall not be considered or awarded. The successful bidder will be notified within five (5) working days and will serve a ninety (90) working day probationary period in the job awarded before it becomes permanent.
- Section 3 Employees who bid on vacancies shall be considered on the following criteria:
1. Qualifications.
 2. Physical ability.
 3. Seniority.
- Section 4 The Employer may temporarily assign any employee to fill any vacancy. Employees who bid temporary vacancies must retain that position until the permanent incumbent returns or the vacancy no longer exists.
- Section 5 Employees, who are temporarily assigned in accordance with Section 4 above, will be paid the rate of pay of the job assigned unless it is less than their permanent job in which instance the employee will continue to receive the higher rate of pay. This section only applies to employees who are assigned for more than twenty (20) consecutive working hours and not those employees who bid on a vacancy at a lower rate of pay.

ARTICLE XIV - BULLETIN BOARDS

- Section 1 The Employer agrees to furnish the Union available space on the office bulletin board in a location designated by the Employer.
- Section 2 All Union notices of any kind posted on the bulletin board will bear the signature of a Union official and shall be posted during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

The Employer will be given a copy of the posting prior to the posting. All other notices of any kind must receive prior approval of the Employer or his/her designee before they may be posted.

Section 3 No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 4 The Employer or his/her designee shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE XV - WORK RULES

Section 1 The Union recognizes that the Employer or his/her designee(s), in order to carry out his/her statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs. Employees are expected to follow normal standards of good conduct regardless of whether there exists a written work rule, policy, or procedure on directive.

Section 2 Work rules, policies and directives shall be reasonable and shall not violate any provisions of this Agreement.

Section 3 Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

Section 4 Changes in existing work rules or new work rules shall be posted promptly on all bulletin boards prior to the effective date. Changes or additions to the policy manual will not go into effect until the Union has been given thirty (30) days' notice, unless an immediate change or addition is necessary.

ARTICLE XVI - WORK SCHEDULE

Section 1 The week shall begin on Monday a.m. and shall end on Friday p.m.

- Section 2 This article defines the normal hours of work. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. The Employer shall make every effort to provide forty (40) hours work for each employee each week. Time and one-half (1 ½x) the regular rate of pay shall be paid for all work in excess of forty (40) hours per week. The Employer may elect to work a four (4) ten (10) work schedule Monday through Thursday.
- Section 3 Time and one-half (1 ½x) the employee's regular rate of pay shall be paid for all work performed prior to the established starting time and Saturday except where second (2nd) or third (3rd) shift on Friday night ends early Saturday a.m.
- Section 4 All work performed by an employee on Sunday shall be paid at double time (2x) and all work performed on holidays shall be paid one and one-half times (1 ½x) the regular rate of pay, plus the paid holiday of eight (8) hours. There shall be no work required on Labor Day except in special cases of emergency. Holidays shall be of a twenty-four (24) hours' duration. Holiday schedules will follow Paulding County Courthouse as described in Article XX - Holidays.
- Section 5 The Employer shall establish a normal starting time for each employee which may be changed only on seven (7) days' notice, except in emergencies. There may not be a difference of more than two (2) hours between the earliest and latest starting time, unless a second (2nd) or third (3rd) shift is established by an Employer.
- Section 6 Employees scheduled to work on a Saturday, Sunday or holiday shall be guaranteed a minimum of two (2) hours of work. Employees called in after regular hours on an emergency basis shall be guaranteed a minimum of two (2) hours of work. A procedure will be established for call-in-overtime. The Employer will make every effort to post an updated partial call-in list after each overtime occurrence, near the time clock. In the event that the posting becomes outdated, the Union representative may request an updated list for posting.
- Section 7 All employees will be granted a thirty (30) minute lunch period during each workday. This lunch period will be scheduled near the middle of the workday. This lunch period will be scheduled within a time frame of sixty (60) minutes before through sixty (60) minutes after the fourth (4th) hour of work. Employees working on Saturdays, Sundays and/or holidays will be paid from clock-in time to clock-out time. If employee is directed or approved by management to work through lunch overtime will apply.

Section 8 Employees will be granted a relief period of fifteen (15) minutes per half (½) shift of the scheduled workday. The supervisor will schedule this relief period. The employee is not permitted to leave the job site during this scheduled relief period.

ARTICLE XVII - OVERTIME

Section 1 The Employer, as a public employer, is obligated to enforce the Fair Labor Standard Act as decreed by the United States Department of Labor on April 15, 1985 (effective date). Each employee of the Employer falls under this Act, therefore, each employee who works over forty (40) hours in a work week will receive one and one-half times (1 ½x) their hourly rate of pay per hour worked over forty (40). Employees are expected to be reasonably available for overtime.

Section 2 Before overtime work is offered to employees outside of the bargaining unit, it shall first (1st) be offered to the full-time employees in the bargaining unit who normally perform the work. (This provision shall not apply to unplanned work of short duration and requiring only one (1) employee or to work in progress.)

ARTICLE XVIII - HEALTH AND SAFETY

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

Section 2 The Union agrees that careful observance of safe working practices and the Employer's safety rules are a primary duty of all employees. The Employer agrees that there will be uniform enforcement of safety rules against employees under similar circumstances. Safety rules shall be enforced without discrimination. Violation of Employer's safety rules subjects the offending employee to disciplinary action.

Section 3 If an employee becomes aware of an unsafe condition, he/she will immediately notify his/her supervisor and Steward. If no provisions are made to correct the possible unsafe condition and both the employee and Steward consider the condition unsafe, the employee may refuse to continue until such time as corrections are made. If the Employer disagrees that the condition is unsafe, the employee shall avail himself/herself of the provisions of applicable law to report such unsafe condition.

Section 4 A. Payroll deductions will be made available to employees who so desire for their uniform rental payments.

- B. Disposable coveralls and/or boot covers will be provided by the Employer to distributor operators.
- C. Rental uniforms will be provided to mechanic positions. Two (2) extra pairs of durable cloth coveralls will be available for other employees assigned to shop duties.
- D. Each employee in the bargaining unit as of January 1st of each agreement year shall receive shoe and uniform allowance as follows: Two hundred and fifty dollars (\$250.00).

This payment will be made during the pay period of the employee's choice, between January 1st and October 1st of each agreement year. If no request is made for the payment by October 1st, the payment will be added to the next October payroll. This payment will be included in the employee payroll check.

ARTICLE XIX - VACATION

Section 1

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

- 1. Less than one (1) year of service completed: No vacation
- 2. One (1) year of service but less than eight (8) years completed: Eighty (80) hours
- 3. Eight (8) years of service but less than fifteen (15) years completed: One hundred and twenty (120) hours
- 4. Fifteen (15) years of service but less than twenty-two (22) years completed: One hundred and sixty (160) hours
- 5. Twenty-five (25) years or more service completed: Two hundred (200) hours

Only full-time employees will earn or be granted vacation leave.

Employees must complete one (1) full year of service with the Employer before they are entitled to any vacation leave.

- Section 2 Vacation is credited each bi-weekly pay period at the following rates:
1. For those entitled to eighty (80) hours annual vacation: Three point one (3.1) hours per pay period.
 2. For those entitled to one hundred and twenty (120) hours annual vacation: Four point six (4.6) hours per pay period.
 3. For those entitled to one hundred sixty (160) hours annual vacation: Six point two (6.2) hours per pay period.
 4. For those entitled to two hundred (200) hours annual vacation: Seven point seven (7.7) hours per pay period.

Section 3 Vacation leave is earned while on vacation, sick leave or compensated time but is not earned while performing overtime. Vacation, comp time, or sick leave earned during a pay period will not be available for use until the first (1st) day of the following pay period.

Section 4 Full-time employees who work less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.

Section 5 New employees of the Employer may be entitled to vacation credit earned in other state or local government agencies in Ohio during previous periods of employment. Employees entitled to such prior service credit should submit a written request to the Employer including the name(s) of the previous employer(s) where such credit was earned and the dates of employment, pursuant to Section 9.44 of the Ohio Revised Code.

Section 6 Vacations are scheduled in accordance with the workload requirements of the Employer as determined by the Employer or his/her designee. The total number of employees who may take vacation at the same time shall be limited to two (2) employees. Any employee who wishes to cancel a vacation day must do so prior to their regular starting time on that day.

Section 7 In January of each year a vacation calendar shall be posted to allow employees to designate which weeks they desire to take for their vacations. With proper notice, employees may choose which weeks they desire on the basis of seniority until April 1st of each year. The following rules shall apply for the scheduling of vacations:

- A. Each employee must indicate the period of time he/she has selected to take his/her earned vacation by writing his/her name on the vacation calendar provided, the starting date he/she chooses, the length of time desired and the date he/she makes the choice. This shall be done prior to April 1st of each calendar year. The most senior employee shall have priority on vacation request made prior to April 1st.
- B. Employees must give notice before start of work day to be considered on leave.
- C. After April 1st vacation approval will be granted on a first (1st) request basis for the available weeks remaining.
- D. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit, which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.
- E. Employees shall be required to fill out a Request for Leave Form and have it approved by their supervisor and the Employer or his/her designated representative prior to taking their vacation.

Section 8 Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation time from year to year. This accumulation of vacation time must be approved in advance, must be in response to special circumstances and shall not accrue in excess of three (3) years vacation accumulation.

Section 9 A bargaining unit employee may cash out forty (40) vacation hours, if after the cash out the employee will retain a balance of one hundred twenty (120) vacation hours. Cash out option will be available one (1) time per employee, per agreement year.

ARTICLE XX - HOLIDAYS

Section 1 All employees in the bargaining unit shall be entitled to the following paid holidays as set forth by the Paulding County Courthouse and also any planned holidays observed by the courthouse.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

- Section 2 Any employee who does not work on a recognized holiday shall receive a regular day's rate of pay for holidays observed on his/her day off regardless of the day of the week on which they are observed. Each employee must work the day before the holiday and the day after the holiday in order to receive their pay. All employees who work on a recognized holiday shall receive a regular day's rate of pay for the holiday in addition to one and one-half times (1 ½x) their regular rate of pay for working the holiday.
- Section 3 Holidays shall be observed on the days designated by the Employer in December of each year for the following calendar year.
- Section 4 A newly hired employee must have completed his/her probationary period (one hundred twenty (120) days) to be eligible for holiday time off or holiday rate of pay.
- Section 5 The holidays for the bargaining unit employees will correspond to the holiday schedule established by the Paulding County Board of Commissioners for all employees of the County.

ARTICLE XXI - INSURANCE

- Section 1 The Employer's bargaining unit employees are eligible to participate in group coverage for hospitalization and medical coverage for either single or family coverage. The Employer will pay eighty percent (80%) and the bargaining unit will pay twenty percent (20%) for the remainder of this Agreement. The Employer will pay four thousand dollars (\$4,000.00) for the family plan insurance and two thousand dollars (\$2,000.00) for single plan insurance into the bargaining unit member's Health Saving Account (HSA) eighty percent (80%).
- Section 2 The Employer reserves the right to change insurance carriers so long as the coverage remains reasonably consistent with the policy in effect at the signing of this Agreement.
- Section 3 In the event a bargaining unit employee must take an extended unpaid leave of absence, the Employer, upon written request of the bargaining unit employee, will continue to assume premium cost for a period of one (1) full pay period following the date of unpaid leave of absence except if the employee qualifies under the Family and Medical Leave Act (FMLA) in which case the continuation of health insurance benefits shall be in accordance with the Act. Thereafter, that person shall be responsible to pay full premiums or permit the coverage to lapse.

ARTICLE XXII – RATES OF PAY

Section 1

	12/1/12	12/1/13	12/1/14
Mechanic	\$19.45	\$19.65	\$19.85
Operator	\$18.70	\$18.90	\$19.10
HW Maintenance	\$17.70	\$17.90	\$18.10

New hire rates are as follows:

2012							
Title	Starting Rate	120 Day End Probation	1st Year Anniv.	2nd Year Anniv.	3rd Year Anniv.	4th Year Anniv.	5th Year Anniv.
Highway Maintenance	\$14.70	\$14.90	\$15.15	\$15.40	\$15.65	\$15.90	\$16.65
Mechanic	\$17.70	\$17.90	\$18.15	\$18.40	\$18.65	\$18.90	\$19.65

Employees will begin being paid at regular full rates of pay on the first (1st) day of November following their attaining their fifth (5th) year anniversary.

ARTICLE XXIII - NO STRIKE

Section 1 There shall be no strikes, work stoppages, interruptions or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

Section 2 This Agreement will be the sole recourse available to employees represented by the Union accordingly under O.R.C., Section 4117.10 (A). Members of the bargaining unit will no longer have recourse to rules and regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.

ARTICLE XIV - SEVERABILITY

- Section 1 This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent the provisions of applicable law will prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect but the remainder of this Agreement shall remain in full force and effect.
- Section 2 The parties agree that should any provision of this Agreement be found to be invalid they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

ARTICLE XXV - DURATION

- Section 1 This Agreement shall be effective, upon ratification, and shall remain in full force and effective until November 30, 2015.
- Section 2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent.
- Section 3 This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting rates of pay and other compensation, working conditions, hours of work and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether written or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Union had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or Article IV – Management Rights of this Agreement.

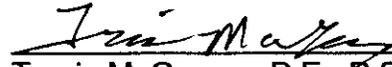
In witness whereof, the parties have agreed hereto and have executed this Agreement at _____, Ohio, this 1st day of December 2012.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NOS. 18-18G

PAULDING COUNTY ENGINEER'S
OFFICE



Business Manager



Travis McGarvey, P.E., P.S.



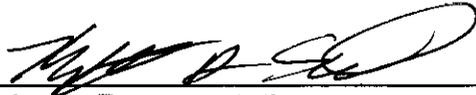
President



Joseph Burkard
Paulding County Prosecutor



Recording-Corresponding Secretary



Business Representative



International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-3138

FAX: (216) 432-0370

Patrick L. Sink
Business Manager



March 5, 2013

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the newly ratified Agreement between the International Union of Operating Engineers, Local 18 District 2 and *Paulding County Engineer's Office* (Case #12-MED-08-0703).

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Patrick L. Sink
Business Manager

PLS/pjn
Enclosure(s)

STATE EMPLOYMENT
RELATIONS BOARD
2013 MAR 11 A 9:02