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CONTRACT  
BETWEEN  
THE SENECA COUNTY ENGINEER  
AND  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, OHIO COUNCIL 8  
LOCAL 3540, AFL-CIO

July 21, 2011 to July 20, 2014

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## ARTICLE 1

### PREAMBLE/PURPOSE

**SECTION 1.** This Agreement, entered into by the Seneca County Engineer, hereinafter referred to as the Engineer, and Ohio Council 8, of the American Federation of State, County, and Municipal Employees, AFL-CIO, and Local 3540 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purposes(s):

- A.) To achieve and maintain a satisfactory and stabilized Employer/Employee relationship, and the parties will strive for effectiveness of service, improved work performance, and efficiency and economy in the providing of services and programs.
- B.) To provide for the peaceful and equitable procedure for adjustment of grievances or differences which may arise.
- C.) To provide an opportunity for the Union and the Engineer to negotiate all matters pertaining to wages, hours, benefits, and other conditions of employment. This Agreement only pertains to employees within the bargaining unit.

## ARTICLE 2

### NONDISCRIMINATION

**SECTION 1.** Neither the Engineer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or handicap/disability.

**SECTION 2.** When a bargaining unit employee files a grievance alleging a violation of this Article, no parallel appeal to another agency shall be made prior to Step 3 Grievance Meeting. Should the employee, at that point, file a complaint with either EEOC or OCRC, the grievance shall be suspended, but not eliminated.

**SECTION 3.** The Engineer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Engineer shall not discriminate, interfere, restrain, or coerce any employee because of union membership or because of any legal activity in an official capacity on behalf of the Union, as long as the activity does not conflict with the terms of the Agreement.

**SECTION 4.** The Union agrees that its representatives and/or members shall not interfere with the rights of employees to refrain or resign from membership of the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee

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

**SECTION 5.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, regardless of union membership.

**SECTION 6.** The parties shall recognize Title VII of the Civil Rights Act of 1964, and Federal Guidelines issued for the purposes of implementing and interpreting Title Vii.

### **ARTICLE 3** **RECOGNITION**

**SECTION 1.** The Engineer hereby recognizes the Union as the sole and exclusive bargaining representative for the employees included in the bargaining unit pursuant to State Employment Relations Board Case No. 87-REP-12-0297 dated August 4, 1988 and described as follows: Automotive Mechanic I, Bridge Worker I, Custodial Worker I, Equipment Operator I and II, Highway Worker II, Route Marker I, Security Officer I, Secretary I (Non-Confidential, Storekeeper/Communications Technician.

**SECTION 2.** Excluded from the bargaining unit are all management level, supervisory, confidential, casual and seasonal employees. Exclusions include, but are not limited to, the following: County Engineer, Bridge Supervisor, Chief Deputy Engineer, Account Clerk II, Assistant Deputy Engineer, Drafting Technician I, Road Superintendent, Drafting Tech I, Road Supervisor, Survey Tech I, Bridge Superintendent, Secretary I (confidential).

**SECTION 3.** All disputes concerning the composition of the bargaining unit that cannot be resolved by the parties shall be referred to the State Employment Relations Board.

**SECTION 4.** When the Engineer creates a classification, the Engineer and Union will meet to determine if the position is in the bargaining unit, pursuant to O.R.C. 4117. If the parties are unable to agree to the bargaining unit status of such a classification, the parties shall refer said dispute to the S.E.R.B., or to binding arbitration as mutually agreed. Pending the S.E.R.B. determination or the binding arbitration award, the Engineer will set a tentative rate of pay.

**SECTION 5.** In the event, of agreement of a new position being in the bargaining unit, by the parties, said parties shall meet and negotiate wages, hours, and terms and conditions of employment. In the event of a dispute, the arbitrator shall not be authorized to award back pay under this Article, beyond the date the dispute was grieved.

**ARTICLE 4**  
**DUES DEDUCTION**

**SECTION 1.** A. The Engineer pursuant to O.R.C. Section 4117.09 (B) (2) shall deduct dues, initiation fees, and assessments once a month of employees who choose to join the Union upon presentation of a signed and dated written authorization by the Union. Deductions shall be made as soon as practicable under receipt of such authorization.

B. Any monies deducted pursuant to Section 1 (A) above, shall be collected and paid to the Union within fifteen (15) days following the end of the pay period in which the deduction is made. A copy of appropriate listings shall also be transmitted to the comptroller, Ohio Council 8, AFSCME.

**SECTION 2.** It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the dues deduction and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Engineer.

**SECTION 3.** The County Auditor shall be relieved from making dues deductions upon an employee's (a) termination of employment; (b) or transfer of a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an approved unpaid leave of absence; or (e) written revocation of the dues deduction authorization card; or (f) upon termination of the Agreement.

**SECTION 4.** The Union shall certify to the Engineer and the Auditor the amounts to be deducted for purposes of this Article.

**ARTICLE 5**  
**FAIR SHARE FEE**

**SECTION 1.** It is specifically agreed that the Engineer assumes no obligation financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues, fees, fair share fees, and assessments; and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claim, actions, or proceedings by an employee arising from deductions made by the Engineer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 2.** All dues, fees, and assessment deductions for any month in which Union members individually or collectively are engaged in a work slowdown, strike, walkout, or

any concerted effort to interfere with public service may be canceled at the Engineer's option upon notice to the Union, provided that said work slowdown, strike, walkout, or other concerted action is in violation of law or this Agreement.

**SECTION 3.** Effective the first pay period of July, 1990, employees in the bargaining unit who are not members of the Union shall, upon successful completion of their probationary period, pay to the Union a fair share fee pursuant to Section 4117.09 (c) of the Ohio Revised Code.

Nothing herein shall require any employee to become a member of the Union as a condition of employment, and fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement.

The Union presents to the Engineer that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees to employees who are not members of the Union and which conforms to the provisions of Section 4117.09 (c) 9 of the Ohio Revised Code, federal law and applicable state and federal court decisions.

The deduction of a fair share fee by the Engineer from the payroll check of a non-member employee shall be automatic and does not require the written authorization of the employee. Payment of such fair share fees shall be made to the Union in accordance with dues deductions procedures provided for in this Article.

The obligation of the Engineer to deduct a fair share fee shall cease upon the removal of the non-member employee from the active payroll for any reason. The local Union president or treasurer shall immediately provide the Engineer with a statement as to the amount of the fair share fee and as to any changes in said fee including its effective date, prior to being obligated to make any such decision(s).

## **ARTICLE 6**

### **MAINTENANCE OF MEMBERSHIP**

**SECTION 1.** Dues deduction authorization cards shall remain in effect for the duration of the Agreement.

Employees shall have rights pursuant to O.R.C. 4117, thirty (30) days prior to the expiration of this Agreement regarding this subject, for purposes of withdrawing dues deduction authorizations, if they desire.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**SECTION 1.** It is agreed by the parties that this Agreement does not delegate, surrender or abridge any of the statutory rights of the Engineer except as such rights may be

specifically limited by the express terms of this Agreement.

**SECTION 2.** Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. In addition, it shall be recognized that the Engineer has and will retain the prerogatives of management, and more particularly, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, supervise, layoff, recall, reprimand, suspend, discipline for just cause and to maintain order among employees;
2. To manage and determine the location, type and number of physical facilities, equipment and programs and the work to be performed;
3. To determine the Engineer's goals, objectives and standards of service, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
4. To determine the adequacy, size, composition and qualifications of the work forces, staffing patterns, and organizational structure;
5. To determine the hours of work, work schedules, and to establish the work rules, policies, and procedures for all employees;
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality, productivity, and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To maintain the custody of records and other pertinent information;
9. To determine and implement necessary actions in emergency situations;
10. To maintain the efficiency of operations, including the right to contract out or subcontract work;
11. To exercise complete control and discretion over the budget, organizational structure, and technology of performing the work required;
12. To set standards of service and determine the procedures and standards of selection for employment;
13. To take necessary action to abolish and create classifications.

**SECTION 3.** 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 rights to exercise such right, prerogative, or function or preclude him from exercising the same in some other manner and shall not be inconsistent with the express terms of the Agreement.

**SECTION 4.** The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Engineer in regard to the operation of his work and business and the direction of his work force which the Engineer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are and shall remain exclusively vested with the Engineer. The exercise of these functions, rights, power, responsibilities and authority shall be in accordance with his sole and exclusive judgement and discretion, and shall not be inconsistent with the express terms of this Agreement.

**SECTION 5.** The Union and Engineer knowingly, unmistakably and clearly waives the right to bargain during the term of this Agreement, the exercise by the Engineer and any and all traditional, statutory or contractual rights reserved to the Engineer under this Article or O.R.C. Chapter 4117.

## **ARTICLE 8** **REPRESENTATION**

**SECTION 1.** The Engineer hereby agrees that the Union may designate three (3) employees as stewards for the purposes of grievance representation and other contract administration where specifically provided by this Agreement. The President and Vice President may act as alternate stewards. However, only one steward or alternate shall be involved at any step of the grievance process. It shall be the responsibility of the Union to notify the Engineer of the names of the stewards and alternates.

**SECTION 2.** Stewards or alternates shall be permitted reasonable time to investigate and/or prepare grievances which have been reduced to writing and without loss of pay provided that:

1. Advance authorization is given by the immediate supervisor to the steward or alternate. Such authorization shall not be unreasonably withheld.
2. Time spent is accounted for on a form supplied by the Employer and signed by the steward or alternate.
3. The reason for the requested time is identified to the immediate supervisor.
4. The supervisor in charge of the work area is notified of the nature of the activity if different from the steward or alternate's immediate supervisor.

**SECTION 3.** No representative of the Union (employee or non-employee) shall interrupt the normal work duties of other employees.

**ARTICLE 9**  
**SUPERVISORY WORK**

**SECTION 1.** Supervisory employees may perform work normally performed by bargaining unit employees only in the following situations:

1. Established past practice.
2. Instructing, by demonstration, an employee on the proper way to perform an assignment.
3. Experimental work.
4. Absence of an employee scheduled to work.
5. Emergency situations.
6. Bargaining unit employees do not possess the skills in sufficient numbers to perform the required work.
7. Time of delivery of supplies or the schedule for the completion of the project cannot be met with existing bargaining unit employees.
8. As a supplement to work crews, except that such work by supervisor(s) will not displace an employee on a work crew, from work in his classification.

**ARTICLE 10**  
**CONTRACTING/SUBCONTRACTING**

**SECTION 1.** The parties recognize that the Engineer, in order to satisfy the demands of the public and to successfully operate the department, must contract and/or subcontract out work except as specifically limited herein.

**SECTION 2.** The Engineer agrees that it will not contract or subcontract work out except in cases where (1) Engineer employees do not possess the skills in sufficient numbers to perform the required work, or (2) specialized, professional or technical services are required, or (3) equipment is unavailable in the department, or (4) time of delivery of supplies or the schedule for the completion of the project cannot be met with existing personnel, or (5) the Engineer cannot produce the work as economically with its own personnel.

**SECTION 3.** The Engineer agrees to discuss with the Union work it contracts or subcontracts out, to the extent it affects bargaining unit employees under Section 4 of this Article.

**SECTION 4.** Contracting or subcontracting under this Article shall not be used to eliminate an employee's job or to reduce the regular hours of work of an employee.

**SECTION 5.** Disputes as to whether a subcontracting case violates these provisions shall be subject immediately to Step 3 of the Grievance Procedure.

**ARTICLE 11**  
**PART-TIME EMPLOYEES**

**SECTION 1.** The Engineer shall not hire part-time, seasonal, or casual employees for the purpose of displacing current Bargaining Unit employees. The Union recognizes the right of the Engineer to hire such employees as necessitated by the operational needs of the Department.

**ARTICLE 12**  
**TOOLS/EQUIPMENT**

**SECTION 1.** The Engineer shall provide tools, supplies, equipment, and instruments as he deems necessary for employees to perform their assigned duties.

**SECTION 2.** Employees shall not be required to use their personal tools, equipment, supplies or instruments to perform their assigned duties.

**SECTION 3.** Employees are not permitted to use departmental vehicles, equipment, tools, supplies or instruments for personal use.

**SECTION 4.** Employees shall properly use and maintain vehicles, tools, equipment, instruments, etc. as assigned. Employees shall further report in writing to their immediate supervisor as soon as known if any tools, equipment, instruments, etc. become lost or stolen and shall promptly turn in broken or worn out tools, equipment, instruments, etc. for repairs or replacement as necessary.

**ARTICLE 13**  
**ASSIGNMENT OF WORK**

**SECTION 1.** Supervisors shall have exclusive control of allocating work assignments, trucks and equipment to bargaining unit employees.

**SECTION 2.** Daily assignments given in the morning will normally be given by supervisors to employees within their classifications. However, if there are not enough assignments within a classification, such daily assignments shall be by seniority with the least senior employee being required to work out of his classification. If an employee is assigned to work in a lower classification for that day because of lack of work within his

classification and a more senior employees who is assigned to work in that classification must leave work (sick leave, etc.) with more than four (4) hours remaining in the work day, the displaced employee may complete the absent employee's work assignment for that day.

**ARTICLE 14**  
**WORK IN A HIGHER CLASSIFICATION**

**SECTION 1.** Any employee who is assigned to the duties of a higher classification for a minimum of one (1) work day shall receive the next rate in the higher classification which represents an increase in the employee's current rate.

**SECTION 2.** Any employee required to work in a lower classification shall not be reduced in pay.

**ARTICLE 15**  
**WORK RULES**

**SECTION 1.** The Union recognizes the Engineer's right to promulgate and enforce reasonable work rules to carry out the functions of the Engineer, not inconsistent with the terms of this Agreement.

**SECTION 2.** Newly established written work rules or changes in existing written work rules shall not go into effect until the Union has advance notice.

**SECTION 3.** Work rules shall be applied uniformly, under similar circumstances.

**SECTION 4.** Copies of written work rules shall be provided to the Union.

**ARTICLE 16**  
**JOB POSTING AND BIDDING**

**SECTION 1.**       **BIDDING PROCEDURE**

Whenever the Engineer decides to fill a permanent vacancy covered by this Agreement, it shall be filled in accordance with the following procedure:

1. All vacancies and new positions shall be posted on the bulletin boards for five (5) work days.
2. Bids shall be submitted in writing to the County Engineer/Superintendent during the posting period on forms provided by the Engineer.

3. Vacancy postings shall contain the job classification, description of the classification, and the appropriate rate of pay.
4. Copies of vacancies, the name(s) of employees who submit bids, and the name(s) of the successful bidder, if any, shall be made available to the Union.
5. Bidding is open to any employee desiring to change classification.

**SECTION 2. SENIORITY PRINCIPLE**

If there are two (2) or more qualified employees who bid for a given vacancy, seniority shall govern where skill, ability, and qualifications are substantially equal.

**SECTION 3. FILLING THE VACANCY**

Qualified bidders from within the bargaining unit shall be considered first. If no employees in the bargaining unit possess the minimum qualifications for filling the vacancy and time is not available for training, the Engineer may hire new employees to fill the vacancy. Upon request of the Union, the Engineer shall notify the Union in writing as to the reasons for rejecting any employee-applicant.

If the Engineer temporarily fills a posting vacancy, it shall ordinarily not be for a period to exceed thirty (30) calendar days. If the Engineer is unable to fill the vacancy in thirty (30) calendar days, he shall notify the Union, in writing and reflect the reasons thereof.

**SECTION 4. RATE CLASSIFICATION**

If an employee is promoted to a higher-rated classification, he shall immediately receive the appropriate rate for that higher-rated classification.

**ARTICLE 17**  
**LAYOFF/RECALL RIGHTS**

**SECTION 1.** Employees shall be given fourteen (14) days notice prior to any layoff.

**SECTION 2.** In the event that a reduction in work force becomes necessary, an employee shall be laid off in accordance with reverse order of seniority except in those instances which would result in retaining an employee who does not have the ability to do the work available.

An employee who has recall rights shall be recalled from a layoff in the inverse order of his layoff providing that he has the ability to do the work available. However, an employee shall be conclusively presumed capable of performing the assignment he had immediately prior to the layoff.

**SECTION 3.** Employees shall retain recall rights for eighteen (18) months or until they refuse a recall, whichever shall be the sooner.

**SECTION 4.** Employees shall be recalled by Certified Mail, Return Receipt Requested, and shall have seven (7) days from receipt of such notice to report to work. It shall be the responsibility of the employee to furnish the Employer with a correct address.

**ARTICLE 18**  
**PROBATIONARY PERIOD**

**SECTION 1.** Each new employee shall be considered a probationary employee until he has completed one hundred and twenty (120) work days.

**SECTION 2.** Newly hired probationary employees may be terminated by the Employer for any reason not otherwise prohibited by law. A grievance by, or on behalf of, such terminated employee shall not be filed. Nothing herein, however, shall be construed as preventing the terminated employee from pursuing such legal remedies as he may have.

**SECTION 3.** Promoted employees shall have a period of ninety (90) work days to learn the new position. During that period, the promoted employee may elect to return to his former position without penalty. During this probationary period, the Employer may, for proper cause shown, remove him from his new position.

**ARTICLE 19**  
**EMERGENCY SITUATIONS**

In case of extreme emergencies as determined by the Engineer or the Sheriff, the Engineer may temporarily suspend any provisions of this Agreement relating to the assignment of work and only for such time as the emergency exists and as reasonably necessary in order to effectively respond to such an emergency.

**ARTICLE 20**  
**RESIDENCY**

In accordance with law, employees may reside at any location, either in or outside the county, however employees who are subject to call-out for snow and ice control or other emergencies must arrive at the Highway Garage within a reasonable period of time after receiving the call-out notification.

**ARTICLE 21**  
**GRIEVANCE AND COMPLAINT PROCEDURE**

**SECTION 1.** The term “grievance” shall mean an allegation by the Union or a bargaining unit employee that there has been violation, misinterpretation, or misapplication of an express term of this written agreement. (Further, it is the mutual desire of the parties to provide for the prompt adjustment of grievances with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the parties to effect the resolution of grievances at the earliest step possible.) The parties may attempt to resolve possible grievances prior to the Union presenting a grievance in writing.

**SECTION 2.** The following steps shall be followed in the processing of a formal grievance.

Employees have the right to present grievances and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement that is in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment. The Union/employee will give a brief written statement regarding appealed grievances pertaining to the Employer’s response and the circumstances involving the grievance. Policy and class action grievances shall be filed directly to the Engineer at Step #3.

**Step 1.** The grievance shall be reduced to writing and filed with the employee’s immediate supervisor, within eight (8) work days after the matter complained of has occurred or should have had reasonable knowledge. Such written grievance shall be signed by the aggrieved employee and must contain the following information. The exact nature of the grievance, the act or acts complained of, date and time grievance occurred, date grievance was filed, who was involved, the identity of the employee who claims to be aggrieved, the specific provisions of this agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his answer in writing within eight (8) work days of the filing of the grievance.

**Step 2.** If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the Union may appeal to Step 2 by giving written notice of the appeal to the Superintendent within eight (8) work days. The Superintendent or his designee shall give a written answer within eight (8) work days following the Step 2 meeting. Any grievance of any disciplinary action taken to management shall be filed in writing as specified in the Step 2 within eight (8) work days of the disciplinary action taken.

**Step 3.** If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may appeal to Step 3 by giving written notice to appeal to the County Engineer. A meeting between the County Engineer, his representative(s), and the authorized representative(s) of the Union shall be held within ten (10) working days at a time mutually agreeable to the parties. The grievant (or, in the case of group grievances, one of the grievants) must be present at such meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Engineer or his representative(s) and the Staff Representative(s) of the Union. If it is not settled, the County Engineer or his representative(s) shall give the Engineer's written answer to the Union within ten (10) working days following the meeting.

**Step 4.** With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the Engineer and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation services. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The Engineer's Office may in its discretion determine the number and the make up of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purpose of statistical analysis.

Proceedings before the mediator shall be in formal nature. The presentation of

evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

**Step 5.** a) Should any grievance remain unsettled after exhausting the aforementioned procedure, either party may appeal to arbitration within ten (10) days following the Step 4 response by requesting a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS), with a copy provided to the other party. The parties shall meet or confer by telephone within fifteen (15) work days of receipt of the FMCS list to select an arbitrator. Either party may reject one list of arbitrators and request a new list.

b) The arbitrator shall schedule the hearing with the mutual agreement of the parties. The arbitrator shall hear and determine only one grievance except by mutual agreement. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. His award shall be final and binding on the parties. In reaching his decision and his award, the arbitrator shall limit himself to the grievance presented and evidence thereto and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement or, establish wage rates not negotiated as part of this Agreement except as may be explicit to this Agreement or grant any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement.

c) The parties shall respond to the arbitrator's request for the scheduling of hearing dates within thirty (30) days of receipt of the arbitrator's request or by the date as requested by the arbitrator, whichever is earlier. The parties shall further attempt to schedule arbitration hearings within sixty (60) days following notification by the arbitrator of his acceptance of the appointment by agreeing to a date offered by the arbitrator or by proposing alternate dates to the arbitrator.

**SECTION 3.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Engineer's last answer. If the Engineer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Engineer and the Union Representatives involved in each Step.

The term “working days” as used in this Article shall mean the days Monday through Friday, exclusive of holidays.

**SECTION 4.** Either party may request a pre-hearing conference in an attempt to define the issue(s), reduce stipulations, if any, to writing, and exchange a list of witnesses.

**SECTION 5.** The procedure contained in this Article shall constitute the sole and exclusive method of addressing grievances arising during the life of this Agreement and extensions thereof. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Engineer’s representatives shall be final and binding upon the grievant, the union, and the management.

**SECTION 6.** The parties may expedite grievances and/or omit some steps of the procedure set forth herein due to the nature of the issue at hand, by mutual agreement.

**SECTION 7.** The question or arbitrability of a grievance may be raised by either party on or before the day of arbitration hearing of the grievance. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is within the purview of the arbitrability, the alleged grievance will then be heard on the merits.

**SECTION 8.** The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated.

**SECTION 9.** The costs of using an arbitrator shall be borne equally by the parties. The parties shall bear their own costs for expert witnesses and court reporter and transcript. The parties shall exchange witness lists of those expected to testify at least three (3) working days prior to the hearing. The parties agree that witnesses shall normally be limited to three (3) individuals for either side, in addition to the grievant, except as mutually agreed otherwise for non-repetitive testimony.

**SECTION 10.** The duty to submit grievances terminates upon the expiration of the Agreement and any grievance occurring after the expiration shall not receive consideration under the formal grievance procedure except as extended by the parties or is mutually agreed to by the parties.

**ARTICLE 22**  
**DISCIPLINARY ACTION**

**SECTION 1.** The tenure of every employee of the Engineer shall be during good behavior and efficient service and no employee shall be reduced in pay or position, suspended or removed except for just cause.

**SECTION 2.** Disciplinary action shall only be for just cause and shall generally be applied in a progressive manner. However, the severity of discipline shall be imposed on a case by case basis depending on such factors as the nature and seriousness of the offense and the employee's work history including past record of discipline. Certain offenses are serious enough to warrant discharge without regard to previous disciplinary action.

**SECTION 3.** Verbal and written reprimands will be removed at the employee's request from an employee's personnel file after twelve (12) months and suspension after twenty-four (24) months provided there are no intervening disciplinary actions during that period of time. These discipline records shall be set aside, but not destroyed, and have no further force and effect after the time periods and requirements herein are met.

**SECTION 4.** Whenever the Engineer determines that an employee may be subject to a disciplinary suspension, termination or other discipline which would result in a loss of pay, a pre-disciplinary hearing shall be scheduled by the Engineer. The affected employee and Union President shall be notified in writing of the date, time and place of the hearing at least four (4) work days in advance and advised as to the nature of the charges(s). A Union representative may represent the employee at the hearing, except where the employee states in writing that he does not want the Union to represent him. If the Union representative is not requested, the Union may attend. Further, if the employee does not request representation, the employee may not be allowed representation by any other individual and/or organization.

If the employee does not appear at the hearing for bona-fide reasons, it will be rescheduled as soon as possible. If an employee fails to show for a hearing without good cause shown he/she will be considered to have waived his/her right to a hearing. An employee may waive his or her right to a pre-disciplinary conference by submitting to the Engineer a completed waiver form or by failing to appear at the hearing. Prior to the commencement of the pre-disciplinary hearing the Engineer or his designated representative and the employee or his or her Union representative shall exchange a list of witnesses known to each other at that time. The hearing administrator shall explain to the employee the nature of the charge(s) and ask the employee to respond. The employee or Union representative may then present any further testimony, witnesses or documents

which would explain and/or justify and/or rebut the employee's alleged conduct. The Engineer or his designee and the employee or his representative may cross examine witnesses.

A report of the findings will then be presented to the Engineer who shall decide what if any discipline is appropriate.

**SECTION 5.** Should the employee or Union file a grievance on any discipline administered by the Engineer and should the grievance proceed to arbitration the Arbitrator may modify any discipline only if he determines the Engineer has abused his discretion.

**SECTION 6.** Ohio Revised Code Section 124.34 is superseded and this Article shall exclusively govern the employment, discipline, and discharge of employees.

**SECTION 7.** If the Engineer or designee determines that the employee's continued presence in employment prior to the conference poses a danger to person or property or is a threat of disrupting operation, he may suspend the employee with or without pay up to three work days pending the conference to determine final disciplinary action.

**SECTION 8.** The Engineer and Union agree that if in the event an employee refuses to sign a waiver and/or refuses to attend any such pre-disciplinary conferences hereto, the Engineer and Union are held harmless from any outside action(s) of such employee relating to such waiver. This does not waive the rights of the employee to file a grievance hereto.

**SECTION 9.** An employee may voluntarily waive a hearing in accordance with Section 4 above, by submitting a waiver form which shall read as follows:

"I hereby voluntarily waive my right to a pre-disciplinary conference. I understand that by waiving my right to a conference I do not waive my right to file a grievance regarding any discipline imposed by the Employer. I hold the Employer and Union harmless from any responsibility for my voluntary waiver".

The form shall be witnessed by a Union Officer and a member of Management. (see Appendix B)

## **ARTICLE 23**

### **LABOR-MANAGEMENT CONFERENCE**

**SECTION 1.** In the interest of sound labor management relations the parties agree to meet no more than once a month for the purpose of discussing these matters as outlined in

Section 2 below. Such meetings shall be scheduled by mutual agreement of the parties. The Union and the Engineer shall be limited to not more than (4) individuals to attend such meetings, of which one (1) shall be an AFSCME representative.

**SECTION 2.** The parties shall prepare and exchange written agendas of matters to be discussed at least three (3) days in advance of the scheduled meeting.

The purpose of such meetings shall be to:

- A.) Discuss the administration of this Agreement.
- B.) Disseminate general information of interest to the parties.
- C.) Discuss grievances which have not yet been processed beyond Step Three of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D.) Give the Union representative(s) the opportunity to share the view of the bargaining unit and/or make suggestions on subjects of interest to them.
- E.) Discuss ways to improve efficiency and work performance.
- F.) Consider and discuss health and safety matters.
- G.) Other relevant labor matters.

**SECTION 3.** The Engineer and the Union may mutually agree to have outside parties to address the Labor/Management committees on issues of interest.

## **ARTICLE 24** **SICK LEAVE**

**SECTION 1.** Sick leave credit shall be earned at the rate of .0385 hours for each one (1) hour of active pay status, which shall not include unpaid leaves of absence or layoff. However, an employee may accumulate his unused sick leave without limit, per section 9 of this agreement.

### **SECTION 2.**       **Evidence Required for Sick Leave**

The Engineer shall require an employee to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification or failure to provide either a written, signed statement or a physician's certificate shall be grounds for disciplinary action. The standard written statement shall mean compliance with the Engineer's "Application for use of Sick Leave" which shall be submitted to the supervisor

/department head for recommendation to the Engineer for approval or disapproval. Application of sick leave shall be submitted within two (2) hours of return to work. Where a doctor's statement is required an employee will not be paid for sick leave or be permitted to return to work until documentation from the doctor has been submitted.

**SECTION 3.        Physician Statement**

If an employee's absence due to his or her immediate family's illness or injury exceeds three (3) consecutive working days, the employee is required to obtain a certificate stating the nature of the illness from a licensed physician to justify the use of sick leave. Any time medical attention is required while on sick leave, the employee shall obtain a certificate stating the nature of the illness from his physician.

**SECTION 4.        Uses of Sick Leave**

Sick leave shall be granted to an employee only upon approval of the County Engineer and for the following reasons:

1.     Illness or injury of the employee or a member of his immediate family. (In case of a member of his immediate family not living in the same household, the County Engineer may credit sick leave when he believes it is justified, but such cases will be carefully investigated.
2.     Death of a member of his immediate family. (Sick leave usage limited to five (5) working days.)
3.     Medical, dental or optical examination or treatment of employee or a member of his immediate family. A certificate from a licensed physician, dentist or optometrist verifying the appointment is required.
4.     If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5.     Pregnancy and/or childbirth and other conditions related thereto.

*\*\* Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).\*\**

**SECTION 5.        Charging of Sick Leave**

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he could otherwise have been scheduled to work. Sick leave charged and used shall not exceed in any given day the hours that the employee would normally have worked. The same shall apply to any given

week.

**SECTION 6.            Scheduled Appointments**

The employee shall notify the employer as soon as possible in advance of the scheduled appointment. The employee shall receive sick pay for only the necessary time(s) of the appointment(s), the travel time to and from the medical facilities.

**SECTION 7.            Notification by Employees**

Employees who are sick shall notify the Employer at least thirty (30) minutes before the normal scheduled start up time. If the employee is sick or injured for a succession of days, the employee shall notify the Employer thirty (30) minutes before starting time on each successive day until the Employer and the employee reach an understanding to some other call in arrangement. Employees who do not notify the Employer thirty (30) minutes before starting time will not receive sick pay for that day except under those circumstances beyond the control of the employee. The burden of proof concerning those circumstances rests with the employee.

**SECTION 8.            Physical Examination**

The Engineer may require an employee to take an examination, conducted by a licensed physician, if reasonable cause, to determine the employee's physical or mental capability to perform the regular duties of his position. If found not qualified, the employee may be placed on sick leave or on disability leave. The cost of such examination shall be paid by the Engineer.

**SECTION 9.            Engineer's Policy for Control of Absenteeism**

Employees who use excessive amounts of sick leave which cannot be justified, develop a patter of abuse or fail to comply with the sick leave requirements herein shall not be paid. The Engineer may initiate investigations and corrective action(s), which may include requiring a doctor's statement for one day absence(s), or when he suspects an employee of abusing sick leave. While on sick leave, an employee is expected to be home unless he is on a related medical errand or has made other arrangements and has notified the Engineer in writing.

**SECTION 10.          Sick Leave**

Any employee requesting sick leave and granted sick leave, after July 21, 1991, will be using the current year's sick leave hours first, and once those hours have been exhausted, prior year's sick leave hours will be used, if available. For all full-time employees in the bargaining unit on or before July 1<sup>st</sup> each year, the employees will notify their supervisor of

what they would like to do with any current sick leave balance by choosing one of the following options:

**Option 1.** The current unused sick leave balance will be credited to prior year's sick leave balance at one hundred percent (100%) of the total unused hours;

**Option 2.** The employee will be paid on the second (2<sup>nd</sup>) payroll after July 21<sup>st</sup>, any unused current sick leave (accrued during the contract year), at the rate of 50% of its face value, at the following rates:

| <u>Sick Leave Balance</u>           | <u>Maximum amount to be Converted</u> |
|-------------------------------------|---------------------------------------|
| Less than 300 hours                 | none                                  |
| 300 or more but less than 400 hours | 16 hours                              |
| 400 or more but less than 500 hours | 24 hours                              |
| 500 or more                         | 40 hours                              |

**Option 3.** The employee may use any combination of Option 1 combined with Option 2.

**SECTION 11.** Part-time employees shall receive pro-rated sick leave.

## **ARTICLE 25** **PERSONAL LEAVE**

**SECTION 1.** For good cause shown, an employee may be granted an unpaid personal leave of absence not to exceed six (6) months. At the discretion of the Engineer, such leave may be extended.

**SECTION 2.** Health insurance shall be the sole responsibility of the employee during the leave. Recognizing that personal leaves are not necessarily coextensive with insurance payments, it will be necessary to prorate the insurance costs.

NOTE: "May" means personal leave is at the sole discretion of the Engineer.

## **ARTICLE 26** **MILITARY LEAVE**

**SECTION 1.** A. All employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absences from their respective duties without loss of pay for such time, as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days (22 work

days) in any one calendar year.

B. This amount is in addition to any pay employee receives as military pay.

**SECTION 2.** The parties shall recognize the required Federal and State Laws regarding military leaves, and pay.

## **ARTICLE 27** **PATERNITY LEAVE**

**SECTION 1.** Male employees in the bargaining unit may utilize sick or vacation leave or take leave without pay for purposes of assisting their spouse regarding illness or injury relating to pregnancy or childbirth conditions. Employees may use up to five (5) days sick leave with pay, and unlimited vacation leave with pay, if necessary.

## **ARTICLE 28** **UNION LEAVE**

**SECTION 1.** The Union may be entitled to a total of ten (10) man days of unpaid leave each year for the purposes of attendance at conventions, conferences, or seminars which will benefit the parties in Labor Relations.

**SECTION 2.** Employees must request Union leave at least two (2) weeks in advance.

**SECTION 3.** No more than three (3) employees may avail themselves of Union leave on any given day.

## **ARTICLE 29** **INJURY LEAVE**

**SECTION 1.** In the event an employee is injured in the performance of his duties, he may elect to use accumulated sick leave or vacation until such times as the employee receives Worker's Compensation, up to a maximum of thirteen (13) weeks. If an employee selects this option he must pay any money received from Worker's Compensation back into the Engineer's Maintenance and Repair (M & R) Fund. Upon doing so he shall be credited with the number of sick leave and/or vacation days equal to the amount of money paid into the M & R Fund.

**ARTICLE 30**  
**UNPAID DISABILITY LEAVE**

**SECTION 1.**      **Unpaid Disability Leave**

An employee may request an unpaid disability leave if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave or vacation.

**SECTION 2.** The Engineer may place an employee on unpaid disability leave after the employee has exhausted accumulated sick leave and vacation if, after a formal hearing concerning the employee's condition, the Engineer determines that the individual is unable to perform the regular duties of his position because of illness, injury or other physical or mental disability. Prior to the hearing, the Engineer may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriated to the circumstances. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave will be granted without examination.

**SECTION 3.** Within six (6) months from the effective day of the unpaid disability leave, the employee may apply in writing for reinstatement accompanied with adequate and sufficient medical documentation to justify his return. If an employee is not able to physically return to work within six (6) months, an extension of unpaid disability leave may be granted at the discretion of the Engineer. After receipt of a timely application for reinstatement, the Engineer may require an examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. The examination shall be done at the Engineer's expense. If the examination discloses that the employee has recovered from the disability and is otherwise able to perform the regular duties of his position, the Engineer shall reinstate the employee within thirty (30) calendar days from his written application to his former position or to a similar position.

**SECTION 4.** An employee on an unpaid disability does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. If an employee on unpaid disability leave wishes to continue health insurance coverage for himself (and for dependents if applicable), he shall pay the full cost of the premiums in order to keep the coverage in effect during the leave. However if the employee's disability also qualifies for a Family and Medical Leave, pursuant to Federal Law, the Engineer shall continue its share of employee's health insurance costs for the duration of the family medical leave.

**ARTICLE 31**  
**JURY OR WITNESS DUTY**

**SECTION 1.** The Engineer shall grant a paid leave of absence at the employee's normal hourly rate, when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision or other lawful subpoena to serve in such capacity during the employee's normal working hours. All compensation received for court or jury duty is to be remitted by the employee to the Engineer, unless such duty is performed totally outside the employee's normal working hours. Employees shall retain any fees collected for travel mileage. An employee released from court or jury duty prior to the end of his shift, shall report to work for the remaining hours. It is not considered proper to pay employees when appearing in court for criminal or civil cases, which concern the employee's personal affairs, work related citations or such as traffic court, divorce proceedings, custody or juvenile matters, etc. Such absences must be applied for as leave without pay, vacation or in accordance with other applicable provisions of this Agreement.

**SECTION 2.** In order for an employee to receive pay under this Article, the employee must notify the Superintendent within twenty-four (24) hours of receipt of a subpoena for court or jury duty, if the employee is served within twenty-four (24) hours of his required appearance. The employee must also secure a certificate from the court in which he served evidencing completion of service.

**SECTION 3.** When an employee is required to appear in court on behalf of the Engineer during his regularly scheduled work hours such employee shall be compensated at his regular rate of pay.

**ARTICLE 32**  
**HOLIDAYS**

**SECTION 1.** The following legal holidays will be observed and all permanent employees shall be compensated at their regular rate of pay:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | President's Day        |
| Memorial Day           | Veteran's Day          |
| Independence Day       | Martin Luther King Day |
| Labor Day              | Columbus Day           |
| Thanksgiving Day       | ½ day Christmas Eve    |
| Day after Thanksgiving | Christmas              |

**SECTION 2.** When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be observed as the holiday.

**SECTION 3.** If an employee is on approved sick leave and receiving sick leave pay, and a holiday falls during said leave, the employee shall not be charged sick leave for said day.

**SECTION 4.** Holidays shall be considered hours worked when computing overtime.

**SECTION 5.** In order to qualify for holiday pay, an employee must work all hours which he is scheduled to work on the day before and the day after the holiday, unless on pre-scheduled or emergency vacation or any other appropriately documented circumstance deemed acceptable by the Engineer. In the case of Friday holiday, the employee would have to work Thursday and the following Monday. In the case of a Monday holiday, the employee would have to work the preceding Friday and then the following Tuesday.

**SECTION 6.** In addition to holidays listed above, any day appointed and recommended by the President of the United States, or the Governor of the State of Ohio, or passed by legislation, shall be included as a holiday.

### **ARTICLE 33** **VACATION**

**SECTION 1.** The vacation schedule shall be as follows:

| <u>Length of Service</u> | <u>Length of Vacation</u> |
|--------------------------|---------------------------|
| One (1) Year             | Two (2) Weeks             |
| Five (5) Years           | Three (3) Weeks           |
| Ten (10) Years           | Four (4) Weeks            |
| Twenty (20) Years        | Five (5) Weeks            |

**SECTION 2.** Pre-scheduled vacation may be taken in one (1) day increments. Employees must request pre-scheduled vacation in advance commensurate with the number of consecutive days requested. For example: an employee requesting two (2) days vacation must request such vacation at least two (2) working days in advance. However, employees are encouraged to request vacation as far in advance as possible to insure a greater likelihood that such request will be granted. Vacation(s) are subject to operational needs. Employees may accumulate up to three (3) years vacation with the

approval of the Engineer. If an employee accumulated more than three (3) years, the earliest year accumulated shall be first forfeited.

**SECTION 3.** Each full time employee, after one year, shall be entitled to eighty (80) hours of vacation leave. Employees must submit a request for vacation dates by January 15 for that calendar year. Seniority shall determine the choice of vacation dates when one or more employees have requested the same vacation date(s). Any employee who fails to make his/her vacation request(s) during the appropriate period will be given their vacation leave without regard to seniority and only when available dates are open. Upon termination of employment, an employee shall receive payment for all approved accumulated vacation leave.

**SECTION 4.** Vacation leave may be taken in one (1) day increments, at the discretion of the Engineer, for bona fide emergencies where adequate notice is given together with appropriate documentation if required and reasonable available.

**SECTION 5.            Personal Leave**

All full-time employees shall receive four (4) personal days per contract year, which shall be credited to the employee on the pay period of July 21<sup>st</sup> of each year.

Any full-time employee hired after the July 21<sup>st</sup> shall be prorated personal leave for their first partial year. Said new employee will receive one (1) personal day at the beginning of the next contract quarter following their initial hire day in the first partial year (i.e. contract year), and at each contract quarter thereafter for the first partial year.

Part-time employees shall accrue Personal Leave on a pro-rated basis.

Notification and approval of the use of a personal day shall be approved by the Employer upon receipt of notification or telephone call before the start of the work day by the employee. Requests for more than one personal day in succession, a day immediately preceding or following a holiday, a scheduled vacation or during an emergency shall be reviewed by the Engineer, under the same requirements as vacation. An employee requesting a personal day prior to the start of the work day is responsible to know if he has personal leave available; employee must fill out the personal leave paperwork immediately upon return to work.

Any Personal Leave not used prior to July 1<sup>st</sup>, and each year thereafter, will be paid to the employee at that employee's current rate of pay times the number of unused hours of Personal Leave. Employees will be paid this on the second pay check received each year in July, unless an employee has requested to convert his unused personal days to his sick leave bank.

Any employee who is separated from employment shall be paid for all unused Personal Leave within thirty (30) days of the date of separation.

**ARTICLE 34**  
**HOURS OF WORK**

**SECTION 1.** The normal work week for full-time employees shall consist of five (5) consecutive eight (8) hour work days, normally Monday thru Friday from 7:00 a.m. to 3:30 p.m. However, the Engineer reserves the right to change the starting and/or quitting time based on the operational demands and needs of the department.

**SECTION 2.** In addition to the unpaid one half hour (1/2) lunch period, at approximately in the middle of the work shift, employees shall receive one paid fifteen (15) minute break in the morning and one paid fifteen (15) minute break in the afternoon.

**SECTION 3.** Work in excess of forty (40) hours per week shall be paid at time and one-half (1 1/2) provided such employee is in active pay status for forty (40) hours during any such week. Active pay status is defined as paid sick leave, approved vacation and holidays.

**ARTICLE 35**  
**OVERTIME PROCEDURE**

**SECTION 1.** Overtime shall be equalized to the extent possible. For purposes of overtime equalization new employee(s) shall be credited with the average amount of overtime worked by the employees in his classification. The overtime lists shall be posted on the bulletin boards and kept current.

**SECTION 2.** For the purpose of equalization of overtime, employee(s) shall be presumed to have worked all hours, which he declined to work and all hours worked. Non-contacts shall be recorded as negative contacts.

**SECTION 3.** Employee(s) may request relief of the obligation(s) to work overtime in advance by submitting, in writing, such a request to the Superintendent. The Superintendent may grant such requests based on the operational needs of the department, and the reasonableness of any such requests.

**SECTION 4.** The Engineer shall not be arbitrary or capricious in the application of this Article.

**SECTION 5.** Each employee will be required to provide the Engineer with his current address and phone number.

**SECTION 6.** In assigning overtime, the Engineer will attempt to contact those employees who would normally perform the work involved and first offer it to those employee(s) in that classification with the least amount of overtime and proceed in ascending order.

**SECTION 7.** If an employee is legitimately sick/injured and cannot perform such overtime, said employee will not be expected to come in.

**SECTION 8.** All employees are expected to be available for reasonable amounts of overtime. The Engineer may order the least senior or an adequate number of employees to work overtime as circumstances may require.

**SECTION 9.** The Employer shall establish a “Snow and Ice Control Overtime List” which establishes regular duty assignments for employees on the list who normally do the work, and other assigned alternates. In the event that a majority of the employees are called out for Ice and Snow Control situations, the Engineer shall call out the Storekeeper/Communications Technician.

### **ARTICLE 36 CALL-BACK PAY**

When an employee is called to work at times other than his regular shift work hours which are not adjacent to his regular shift, thus necessitating additional travel to and from work, the employee shall be guaranteed a minimum of one (1) hour of reporting pay at the appropriate rate. In addition, the employee shall be paid at the appropriate rate for all hours actually worked.

### **ARTICLE 37 SAFETY AND HEALTH**

**SECTION 1.** The Engineer shall make every reasonable attempt to maintain a safe and healthful work place and comply with applicable safety laws, rules and regulations.

**SECTION 2.** Occupational safety and health is the mutual concern of the Engineer and the Union. In this regard, the Union will cooperate with the Engineer in encouraging employees to observe applicable safety laws, rules and regulations.

**SECTION 3.** Employees shall follow appropriate departmental safety methods and rules.

**SECTION 4A.** Employees will promptly report to their immediate supervisor unsafe conditions.

The Supervisor will investigate the report and correct the condition(s) if same is possible. If an employee disagrees with the Supervisor's determination(s) the employee may direct the matter to the Superintendent for further review, in order to ensure that life-threatening or bodily injury situation does not exist.

**SECTION 4B.** If the employee continues to disagree, the employee and/or Steward may process a complaint through the Grievance Procedure. The employee may refuse to do only the alleged unsafe work, or practice, however, such refusal must be in absolute good faith and not arbitrary and capricious. Also, such feat must have a basis in fact. A public employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the public employer shall, in addition retaining a right to continued employment, receive full compensation for the tasks that would have been performed. If the public employer reassigns the public employee, the public employer shall pay him his full compensation as if he were not reassigned.

**SECTION 5.** The Engineer shall maintain first aid kits and fire extinguishers as appropriate at work stations and/or equipment and shall provide appropriate safety apparel and gear which employees shall not abuse.

**SECTION 6.** Safety and health matters of mutual concern to the parties such as the need for safety training, dissemination of information on the storage of toxic substances, right to know, etc., will be addressed at the Labor-Management conferences to be held pursuant to the terms of this Agreement, as the need arises.

## **ARTICLE 38** **SENIORITY**

**SECTION 1.** Seniority shall be defined as the employee's total service with the Employer. Seniority shall be broken when an employee terminates his or her employment. Seniority shall not accrue when a employee is laid-off or on an unpaid leave of absence.

**SECTION 2.** Every six (6) months, the Employer shall provide the Union with a current seniority list whenever necessary to correct any errors. The seniority list shall contain in order of seniority, the name and date of hire of each employees.

**ARTICLE 39**  
**BULLETIN BOARDS**

**SECTION 1.** The Engineer agrees to provide a Union bulletin board at the highway garage.

**SECTION 2.** The location of the bulletin board shall be in the lunch room of the west hall where all employees have easy access. The size of the bulletin board shall be limited to four (4) feet by four (4) feet.

**SECTION 3.** All notices shall be posted by the Chief Steward/President or designated member during non-work time. Union notices relating to union newsletters, union meetings, union appointments, union elections and outcomes, recreational and social affairs and reports of standing committees of the union are proper subjects for posting. Scandalous, derogatory or political materials shall not be posted at any time. All other notices of any kind not covered above must receive the prior written approval of the Engineer or his designated representative.

**ARTICLE 40**  
**EXPENSES**

**SECTION 1.** Employees who are required to attend training, schooling, or otherwise represent the Employer shall be reimbursed up to the following amounts per meal: \$5.00 breakfast, \$6.00 lunch, \$15.00 dinner or appropriate rates per county policy. The Employer shall pay for the hotel, training materials, registration, books, etc. Any proper expense, such as parking, etc. shall be reimbursed upon presentation of receipts.

**SECTION 2.** Employees who are required to utilize their personal vehicle to attend training or schooling or otherwise conduct county business shall receive mileage reimbursement in accordance with the county policy.

**ARTICLE 41**  
**TERMINATION OF EMPLOYMENT**

**SECTION 1.** An employee, upon retirement, shall receive one-fourth (1/4) of the value of his unused sick leave credit if the employee had ten (10) or more years of service. Such employment shall be based on the employee's rate of pay at the time of retirement.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The maximum payment under the section shall be for one-fourth (1/4) of one-hundred and twenty (120) days which equal the value of thirty (30) days of accrued but unused sick leave.

**SECTION 2.** An employee who retires or terminates employment with the Engineer's Department and has at least one year of service with the Department shall receive full payment for any approved accrued unused vacation hours. However, if the employee has received prior approval from the Engineer to accumulate more than a year's vacation hours, he shall be entitled to full payment for any such approved hours upon separation.

**SECTION 3.** In the event of the death of an employee, a beneficiary designated by the employee or his estate shall receive cash payment for accrued unused sick leave and vacation in accordance with Section 1 and 2 of this Article.

**SECTION 4.** Payments under this section shall be made as soon as practicable.

**SECTION 5.** Employees, who terminate employment with the Engineer, shall receive full payment for all pending hours worked and overtime.

#### **ARTICLE 42** **SEVERABILITY/CONFORMANCE AT LAW**

**SECTION 1.** The parties hereto recognize all laws that the parties are required to recognize.

**SECTION 2.** In the event any provision herein is held invalid in any court of law, the parties shall meet in an attempt to negotiate a replacement Article or provision within fifteen (15) days of knowledge thereof.

**SECTION 3.** The parties shall recognize the provisions of O.R.C. 4117.

#### **ARTICLE 43** **NO STRIKE/NO LOCKOUT**

**SECTION 1.** The Union agrees that neither its members, officers, or representatives, individually or collectively, will cause, authorize, or instigate, or participate in a strike or other concerted interruption of operation or services during the term of this Agreement.

**SECTION 2.** The Engineer agrees that neither it, its agents, or representatives, individually or collectively, will authorize, cause, aid, condone, or instigate any lockout of members of the bargaining unit during the term of this Agreement.

**SECTION 3.** Violations of this Article shall be cause for disciplinary action up to and including discharge.

#### **ARTICLE 44 MODIFICATION**

**SECTION 1.** Written amendments and modifications of this Agreement may be made by mutual agreement of the parties.

#### **ARTICLE 45 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 understandings 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 Engineer and the Union, for the life of this Agreement, each knowingly, 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, or not covered or specifically referred to in this Agreement even though such matters may not have been with the knowledge of either party at the time they were negotiated or signed this Agreement.

**SECTION 2.** This Agreement supersedes all previous understandings and practices between the parties and specifically sets aside Ohio Civil Service Laws except where specifically referenced and authorized in the foregoing articles and sections.

**SECTION 3.** The provisions of this Agreement establish certain rights and benefits for the Union and employees which shall only be coextensive with the terms of this Agreement, and such rights and benefits shall terminate and cease upon the termination of this Agreement except as mutually agreed.

**ARTICLE 46**  
**P.E.R.S. PICKUP/DEFERRAL**

The Engineer will continue the pension deferral plan currently in effect. The Engineer shall not be required to pay any of the employee's individual statutory contributions.

**ARTICLE 47**  
**HOSPITALIZATION/MAJOR MEDICAL**

**SECTION 1.** All full-time employees are eligible for coverage under the County's group hospitalization insurance program. Employees may obtain coverage in the program by registering with the County Auditor's office. The employee's contribution to the single premium, if any, will be the same as that designated for the non-bargaining unit County employees or not more than \$15.00 per pay period, whichever is less. Family coverage is available to employees, with the employee paying the same share as other County employees or not more than \$110.00 per pay period, whichever is less. The employee's contribution will be the same as that designated for the non-bargaining unit County employees. The employee's share of the premiums will be deducted from the employee's paycheck. Effective January 1, 2012 the employee's contribution to the single and family premiums will be the same as that designated for the non-bargaining County employees paid from the General Fund. Such employee contribution shall not exceed twenty percent (20%) of such premiums.

The County Commissioners retain the sole authority to select types of insurance and insurance providers.

IRS Case Section 125, which allows the employee's share of the family plan to be deducted pre-tax, will be placed in effect for all eligible employees.

**SECTION 2.** The Union may have a member on the County Health Insurance Committee subject to the approval of the Seneca County Board of County Commissioners.

**ARTICLE 48**  
**WAGES/LONGEVITY PAY**

**SECTION 1.** Employee's rates of pay are attached hereto as Appendix A

**SECTION 2.** Employees shall move through the above schedule on their anniversary dates.

**ARTICLE 49**  
**LIABILITY INSURANCE**

**SECTION 1.** The parties hereby agree for the life of this Agreement to recognize the “Liability Insurance” as provided by the County Commissioners.

**ARTICLE 50**  
**TROUBLED EMPLOYEE PROGRAM**

**SECTION 1.** The parties agree to develop and establish a “Troubled Employee Program”, including a substance abuse policy during the scheduled Labor/Management Meetings, during the life of this contract.

**ARTICLE 51**  
**CAREER DEVELOPMENT**

**SECTION 1.** The parties agree to meet on matters of a “Career Development Program” within the first six (6) months of this Agreement.

**SECTION 2.** The Labor/Management Committee process should be used for the purpose of this Article.

**SECTION 3.** The parties agree that subject matters, materials and participation must be mutually agreed upon, prior to concurrence given by either party.

**ARTICLE 52**  
**F.M.L.A/A.D.A**

**SECTION 1.** The Union and Engineer agree to comply with the Americans with Disabilities Act (ADA). In the event an employee requests reasonable accommodation to a disability covered by the ADA, the Union and Engineer shall immediately meet, confer and discuss possible accommodations which do not create an undue hardship on the Engineer. In the event the Union and Engineer cannot agree on an accommodation, the Engineer shall take appropriate action it deems necessary and/or required under the law to comply with its duty to provide reasonable accommodation.

**SECTION 2.** Employees shall be granted a Family and/or Medical Leave subject to the qualifying events, terms, conditions, requirements, etc. of Public Law 103-3, known as the Family and Medical Leave Act of 1993.

**ARTICLE 53**  
**DURATION**

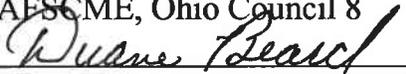
**SECTION 1.** This Agreement shall be effective as date of ratification and shall remain in full force and effect until July 20, 2014 at 11:59 P.M. If either party desires to modify, alter, amend or terminate this Agreement, it shall give notice in writing to the other party no earlier than ninety (90) days prior to the expiration date of this Agreement nor later than sixty (60) days prior to the expiration date. Negotiations for a successor Agreement shall begin within two (2) weeks of receipt of such notice or on a mutually agreed upon date.

The parties agree that they will re-open negotiations on the subject of wages only, in or about June of 2013 to set wages for the term of July 21, 2013 through July 20, 2014.

This Agreement is hereby executed this 13 day of Sept, 2011;

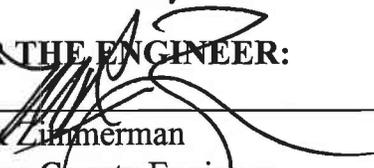
**FOR THE UNION:**

  
\_\_\_\_\_  
Dave Blyth, Staff Representative  
AFSCME, Ohio Council 8

  
\_\_\_\_\_  
Duane Beard, President, Local 3540

  
\_\_\_\_\_  
Paul Eickhoff, Negotiation Committee

**FOR THE ENGINEER:**

  
\_\_\_\_\_  
Mark Zimmerman  
Seneca County Engineer

  
\_\_\_\_\_  
Dave Kin, Chief Deputy Engineer

Approved by the Seneca County Commissioners on 9/15, 2011 by Resolution # Vol 87 pg 323


**SIDE LETTER**

The Engineer agrees that employees disciplined pursuant to the Engineer's DOT Drug and Alcohol Policy shall have the right to file a grievance challenging such discipline under the terms of the Collective Bargaining Agreement.

**Appendix A**  
**Wage Schedule**

**2011-2013 wage schedule**

| <b>Classification</b> | <b>July 21-2011 - July 20, 2012</b> |                 |                  |                   |             |
|-----------------------|-------------------------------------|-----------------|------------------|-------------------|-------------|
|                       | <b>&lt;1</b>                        | <b>1 thru 5</b> | <b>6 thru 12</b> | <b>13 thru 20</b> | <b>21 +</b> |
| Highway Worker        | \$ 14.67                            | \$ 15.22        | \$ 16.58         | \$ 17.67          | \$ 18.48    |
| Bridge Worker         | 14.67                               | 15.22           | 16.58            | 17.67             | 18.48       |
| Route Marker          | 15.20                               | 15.75           | 17.11            | 18.21             | 19.01       |
| Equipment Oper 1      | 15.16                               | 16.02           | 17.07            | 18.43             | 19.23       |
| Equipment Oper 2      | 15.49                               | 16.31           | 17.40            | 18.76             | 19.83       |
| Mechanic              | 16.83                               | 17.64           | 19.00            | 20.09             | 21.16       |

| <b>Classification</b> | <b>July 21-2012 - July 20, 2013</b> |                 |                  |                   |             |
|-----------------------|-------------------------------------|-----------------|------------------|-------------------|-------------|
|                       | <b>&lt;1</b>                        | <b>1 thru 5</b> | <b>6 thru 12</b> | <b>13 thru 20</b> | <b>21 +</b> |
| Highway Worker        | \$ 14.67                            | \$ 15.22        | \$ 16.58         | \$ 17.67          | \$ 18.48    |
| Bridge Worker         | 14.67                               | 15.22           | 16.58            | 17.67             | 18.48       |
| Route Marker          | 15.20                               | 15.75           | 17.11            | 18.21             | 19.01       |
| Equipment Oper 1      | 15.16                               | 16.02           | 17.07            | 18.43             | 19.23       |
| Equipment Oper 2      | 15.49                               | 16.31           | 17.40            | 18.76             | 19.83       |
| Mechanic              | 16.83                               | 17.64           | 19.00            | 20.09             | 21.16       |

**Note:** Bridge Crew to receive an additional fifty cents (\$.50) .

**Appendix B**

**Seneca County Engineer  
Waiver of Pre-Disciplinary Conference  
by Bargaining Unit Employee**

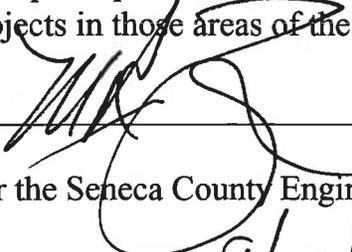
I hereby voluntarily waive my right to a pre-disciplinary conference. I understand that by waiving my right to a conference I do not waive my right to file a grievance regarding any discipline imposed by the Employer. I hold the Employer and Union harmless from any responsibility for my voluntary waiver.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

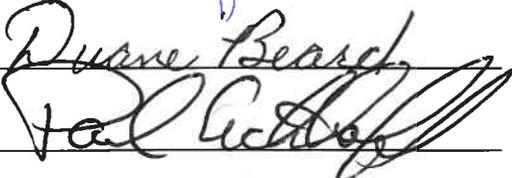
Union Officer Witness: \_\_\_\_\_

# Memorandum of Understanding between the Seneca County Engineer and AFSCME Ohio Council 8, Local 3540, AFL-CIO

The Seneca County Engineer, when practicable, may provide what are commonly referred to as porta-potties for the use of the bargaining unit members who are assigned to field projects in those areas of the County where appropriate toilet facilities are not available.

  
\_\_\_\_\_  
For the Seneca County Engineer

Date: 9/13/11

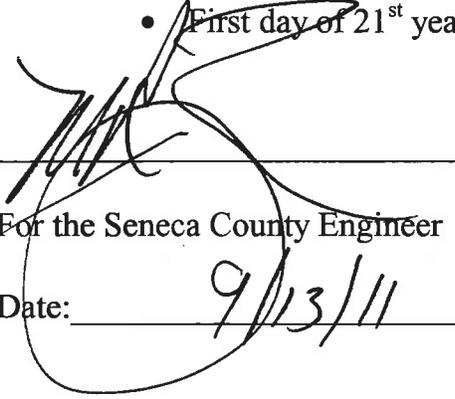
  
\_\_\_\_\_  
  
\_\_\_\_\_

For AFSCME Local 3540

Date: 9/13/11

# Memorandum of Understanding between the Seneca County Engineer and AFSCME Ohio Council 8, Local 3540, AFL-CIO

1. The parties agree that a Labor Management meeting will be held within 30 days of ratification of this agreement to discuss an equipment operator training program.
2. The parties agree that step increases under Appendix A will take effect in the following manner:
  - 1<sup>st</sup> anniversary through the last day of the 5<sup>th</sup> year
  - First day of 6<sup>th</sup> year through the last day of the 12<sup>th</sup> year
  - First day of 13<sup>th</sup> year through the last day of the 20<sup>th</sup> year
  - First day of 21<sup>st</sup> year

  
\_\_\_\_\_  
For the Seneca County Engineer

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

9/13/11

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

For AFSCME Local 3540

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

9/13/11