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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ATHENS COUNTY ENGINEER**

**and**

**LOCAL 103, OHIO COUNCIL 8, AFSCME, AFL-CIO**

Effective September 2, 2011 until September 1, 2014

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## PURPOSE

This Agreement, entered into by the Athens County Engineer, Athens County, Ohio, hereinafter referred to as the Engineer, and Local 103 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the Union, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those included in the Bargaining Unit as defined herein.

## ARTICLE 1

### MANAGEMENT RIGHTS

SECTION 1. The Union shall recognize the right and authority of the Engineer to administer the business of the Department and to carry out the other functions and responsibilities which are not specifically modified by this Agreement. The Union shall recognize that the Engineer 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 that are not specifically modified by this Agreement and, more particularly including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and the Department's organizational structure, including the right to layoff employees from duty due to lack of work or austerity programs;
- E. To determine the hours of work and work schedules and to

establish the necessary reasonable work rules for all employees;

- F. To determine when a job vacancy exists and when and if a vacancy is to be filled in accordance with the provisions of this Agreement. To determine 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 determine the Department budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations.

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

## **ARTICLE 2**

### **UNION RECOGNITION**

**SECTION 1.** The Engineer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms and other conditions of employment for those employees of the Engineer in the Bargaining Unit. Wherever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those individuals employed Full-time and Part-time Permanent in and holding the following classifications:

- Body Shop Worker
- Building & Custodian Maintenance Worker
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Equipment Service Worker
- Highway Maintenance Worker I
- Highway Maintenance Worker II
- Mechanic
- Welder

SECTION 2. Notwithstanding the provisions of this Article, management, confidential, supervisory, temporary, seasonal, casual, and employees in the Unclassified Service shall not be included in the bargaining unit.

SECTION 3. The Engineer shall have the right to establish necessary classifications and to determine the duties to be included in all job classifications to meet the operational needs of the Department.

In the event a new classification is created, the Engineer shall meet with the Union concerning the new classification specification and shall negotiate as to whether or not the new classification will be included in the bargaining unit and the appropriate rate of pay. If the Engineer and the Union cannot agree, the matter shall be submitted to arbitration as set forth in the Grievance Procedure. The Arbitrator's decision regarding wages and inclusion or exclusion in the bargaining unit shall be final and binding.

## **ARTICLE 3**

### **UNION SECURITY**

SECTION 1. The Engineer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the Bargaining Unit. The Parties agree that new hire probationary employees shall have no appeal rights through the Grievance Procedure for discipline and/or termination of employment issues.

SECTION 2. The Engineer agrees to deduct regular payroll deductions of dues once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for membership upon receiving authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Engineer will deduct Union dues from the payroll check during the next pay period that Union dues are normally deducted, following the pay period in which the authorization was received by the Engineer.

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

SECTION 4. The Engineer shall be relieved from making such "check-off" deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit, or (c) layoff from work, or (d) an agreed Leave of Absence, or (e) expiration of this Agreement.

SECTION 5. The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 6. It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues will be normally deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only and for no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

SECTION 7. The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the Payroll Clerk prior to making any changes in an individual's dues deduction. The Engineer agrees to furnish the Controller of AFSCME, Ohio Council 8, a warrant in the aggregate amount of the deduction, [within ten (10) days of the date dues were deducted], which shall include an alphabetical listing of all employees for whom deductions are made, the amount of each deduction, and the employee's Social Security number.

SECTION 8. Deductions provided for in this Article shall be made during two (2) pay periods each month. In the event a deduction is not made for any Union member during any particular month, the Engineer, upon written verification of the Union, will make the appropriate deduction from the next pay period that Union dues will normally be deducted if the deduction does not exceed the total of two (2) month's regular dues. The Engineer will not deduct more than two (2) month's regular dues from the pay of any Union member nor will the Engineer deduct more than one (1) consecutive month. The Auditor shall remit a check for the dues to the Union within ten (1) days of the last date of the month in which the dues were deducted.

SECTION 9. Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and the Engineer with proof of service during the thirty (30) to forty-five (45) day period prior to the expiration of this Collective Bargaining Agreement.

SECTION 10. FAIR SHARE.

- A. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:
1. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
  2. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
  3. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.
- B. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix A, attached hereto. Appendix A is incorporated in this Article by reference.
- C. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Engineer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.
- D. The Engineer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member, Bargaining Unit employee, of each obligation established in Appendix A.
- E. The Union may amend Appendix A by providing the Engineer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Engineer.
- F. Both the Engineer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article to be illegal, that provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Engineer and the Union shall meet within fourteen (14) calendar days after the Entry of Judgment to negotiate lawful, alternative provisions.
- G. This Article does not waive any of the Engineer's rights to seek judicial review of any of its provisions at any time.

- H. The Union warrants and guarantees to the Engineer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions, or proceedings by any 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.
- I. This Article constitutes the entire Agreement between the Union and the Engineer with regard to fair share fees. All other Agreements are hereby rendered void. With the exception of Appendix A, no portion of this Article may be amended except by written, signed agreement of the Parties.

## **ARTICLE 4**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political opinion or affiliation, or disability, impairment, or handicap.

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

SECTION 3. The Engineer agrees not to interfere with the rights of eligible Bargaining Unit employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or his Representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activity.

SECTION 5. The Union recognizes the obligations of the Engineer under the Americans with Disabilities Act (ADA), particularly with respect to making reasonable accommodations.

## ARTICLE 5

### UNION REPRESENTATION

SECTION 1. International Union or Council 8 representatives will be recognized by the Engineer as Union representatives upon the receipt of a letter so identifying them and signed by the Ohio Council 8 Athens Regional Director.

SECTION 2. The Union must submit in writing the names of the employees selected by the Union to act as the Union Representative for the purpose of processing grievances. These employees shall be the President of Local 103 and his Alternate, who shall function only during the absence of the President. The Engineer shall be notified in writing of changes in the office of the President, or his Alternate, of Local 103. No employee shall be permitted to function as Union Representative until the Union has presented the Engineer with written certification of that person's selection.

SECTION 3. The Union shall provide to the Engineer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Section
5. Immediate supervisor
6. Union office held

SECTION 4. Employee Representatives of the Union (Union officers and stewards of Local 103) shall be permitted time to process Grievances and to attend Hearings during working hours [not to exceed sixteen (16) work hours per month] without loss of regular straight time pay subject to the rules governing such activities as contained in Section 5 of this Article.

SECTION 5. Rules governing the activity of the Local 103 Employee Representatives of the Union are as follows:

- A. Employee representatives of the Union must obtain authorization from their immediate supervisor before beginning any Union activities during working hours.
- B. Employee Representatives of the Union must fill out and sign a standard Request for Leave form if the Union activity is to be performed off the Engineer's premises.

- C. Employee Representatives of the Union shall identify the general need for the release time and the location where the Union activity will be conducted at the time the Union activity time is requested.
- D. Employee Representatives of the Union shall not conduct Union activities in any work area without notifying the Supervisor in charge of that area.
- E. Employee Representatives of the Union shall cease Union activities immediately upon the reasonable order of the Supervisor of the area in which Union activity is being conducted
- F. The Supervisor shall schedule the release time for Employee Representatives of the Union, if deemed appropriate, to investigate and process Grievances within the same workday in which the request is made. The release time shall be scheduled in a manner that causes the least disruption of the work and that still meets the needs for the requested time.

SECTION 6. The Engineer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Engineer's facilities and sites during working hours upon a one (1) hour notice, when possible, to the Engineer. Such visitations shall be for the purpose of participating in the adjustment of grievances and to attend other meetings covered herein.

SECTION 7. Bargaining Unit employees who desire to participate in annual conventions of the Union may do so by utilizing Vacation Leave, subject to the provisions of Article 16, or Leave without Pay. For those employees who elect to use Leave without Pay, no more than two (2) employees at any one time may be absent under these conditions without the specific approval of the Engineer.

SECTION 8. Employees shall be permitted to participate in the processing of Grievances, up to arbitration proceedings, and attendance at Labor-Management Meetings without loss of pay, including Employee Representatives of the Union, subject to the rules contained in Section 5, this Article, and subject to the total maximum hours as specified in Section 4, this Article. Grievants and Material Witnesses, as identified by the Union, involved in arbitration proceedings may participate in same without loss of pay and exclusive of the total maximum hours as specified in Section 4, this Article. The Union agrees that only Grievants and Witnesses material to the matter at arbitration will be identified as Witnesses and that reasonable care will be taken to avoid any unnecessary calling of Witnesses since such calling of Witnesses is significantly disruptive of the normal work day.

## **ARTICLE 6**

### **NO STRIKE OR LOCKOUT**

SECTION 1. It is understood and agreed that the services performed by Engineer's employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The Engineer agrees that he will not lockout or prevent employees from performing their regularly assigned duties unless those employees shall have violated this Article.

SECTION 2. If any members of the Bargaining Unit, either individually or collectively, engage in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all participants to return to work immediately. Should the Union fail to publicly denounce and disclaim approval of such violation, the Engineer shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee who participates or promotes such strike activities as previously outlined may be discharged. This Article shall not be construed to prevent the Engineer from pursuing other legal recourse as a means of eliminating any illegal job action.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

SECTION 1. The Grievance Procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and, if appropriate, action taken to correct the particular situation. Punitive action shall not be taken against any employee for submitting a grievance.

SECTION 2. The term "Grievance" shall mean an allegation by a Bargaining Unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

**SECTION 3.** All Grievances must be processed at the proper step in the progression in order to be considered at any subsequent Step. Any situation that occurs at a higher level of supervision and that gives rise to a Grievance, may be filed with the level of supervision at which the alleged Grievance occurred. In order for the Grievance to receive consideration under this procedure, the Grievant must present the Grievance in writing at the proper level of supervision within five (5) working days of the occurrence of the situation giving rise to the Grievance.

The Grievant or the Union 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 Management within the stipulated time limits shall be considered answered in the negative (denied) and may be advanced by the employee or the Union to the next Step in the Grievance Procedure.

All time limits on Grievances may be waived or extended only upon written mutual consent of the Parties.

**SECTION 4.** A Grievance may be brought by any employee of the Bargaining Unit or the Union, provided that any Grievance filed on behalf of the Union shall initially be required to be signed by a member of the Bargaining Unit. Where a group of Bargaining Unit employees desire to file a Grievance involving a situation affecting each employee in the same manner, one (1) member selected by such group may process the Grievance as a Group Grievance provided each employee desiring to be included in the Group Grievance signs said Grievance. In a Group Grievance, only one (1) of the member-Grievant's shall be in pay status during the processing Steps provided by this Article.

**SECTION 5.** All written grievances shall contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Engineer:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's job classification;
- C. Date grievance was first discussed with employee's immediate supervisor;
- D. Name of supervisor with whom grievance was discussed;
- E. Date grievance was filed in writing;
- F. Date and time grievance occurred;
- G. Where incident/matter causing grievance occurred;

- H. Description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and,
- J. Desired remedy.

Any grievance not containing the above information shall not be decided against the Union or the grievant merely because that information is not included in the grievance, except as follows: If the excluded information is necessary to the proper processing of the grievance, the grievance may be amended by the Union or the grievant with such amendment submitted in writing to the Engineer no later than the date the grievance is appealed to the Engineer.

SECTION 6. The following steps shall be followed in processing of a grievance:

- STEP 1. The grievant is to attempt to satisfactorily resolve the grievance through an oral discussion with the immediate supervisor. An employee representative may accompany the grievant at this Step if the grievant so desires. It is the grievant's responsibility to arrange for this person's presence. The supervisor will accomplish a Memorandum of Record reflecting the date and time of receiving the grievance at this Step. In order for a grievance to receive consideration under this procedure, the grievant must present the grievance at this Step within five (5) working days of the occurrence of the situation giving rise to the alleged grievance. The immediate supervisor shall investigate the grievance at Step 1 and provide an appropriate oral or written answer within five (5) working days following the day on which he was presented the grievance.
  
- STEP 2. If the grievance is not satisfactorily resolved at Step 1 through oral discussion, the employee, or the Union, may take up the grievance with the immediate supervisor in written form within five (5) working days after receiving the Step 1 reply. The immediate supervisor shall re-examine the matter and shall respond to the grievant and employee representative, in writing, within five (5) working days following the day on which he was presented the grievance.
  
- STEP 3. If the grievance remains unsettled, it may be presented by the Union to the Engineer in writing within five (5) working days after the immediate supervisor's response. The Engineer or his designated representative shall schedule a Step 3 grievance hearing with the grievant, the employee representative, and/or the staff representative within three (3) working days of receipt of the grievance and shall respond in writing to the Union within five (5) working days of the hearing.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance be submitted to arbitration. A Request for Arbitration must be submitted within ten (10) working days following the Engineer's reply to the grievance at Step 3 or the grievance shall be considered resolved.

SECTION 7. Upon receipt of a request to arbitrate, the Engineer or his designated representative and the Union shall jointly submit a request within ten (10) work days to the Federal Mediation and Conciliation Service (FMCS) requesting a list of nine (9) impartial Arbitrators. The parties shall select a single Arbitrator from the list by using the alternative strike method, with the Engineer having the first strike, to serve as Arbitrator. The selection of the Arbitrator shall be made within ten (10) working days following receipt of the list from the FMCS.

The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law; or,
- B. Concerning the establishment or wage rates not negotiated as part of this Agreement except as otherwise provided in this Agreement, or,
- C. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated; or,
- D. That is contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Engineer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be binding on the Engineer, the Union and the employee.

The cost of the services of the Arbitrator shall be borne equally by the parties.

SECTION 8. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Engineer's payroll, the amount so awarded shall be reduced by the amount of any unemployment compensation or earned wages, from whatever source, and shall not include the assumption that the employee would have worked overtime during the period of separation from the Employer's payroll.

SECTION 9. When an employee covered by this Agreement represents himself in a grievance, the Union will be permitted to have an employee representative present, and the Engineer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. Employees who choose not to be represented by the Union may not submit their grievances beyond Step 1.

## **ARTICLE 8**

### **PERSONNEL FILES**

SECTION 1. Employees shall have access to their individual personnel folders for review during normal business hours under the following conditions:

- A. The employee shall request an appointment with the Engineer or his designated representative through the employee's immediate supervisor.
- B. An appointment shall be granted by the end of the next regular work day. The employee, accompanied by an employee representative if the employee so desires, shall be permitted to view his file in the office of the Engineer or the Engineer's designated representative. The Engineer maintains the right to have a management representative present at all times during the inspection.
- C. No items in the personnel file shall be removed from the file.
- D. An employee may be provided with a copy of any item in his file at the normal cost of duplication.

SECTION 2. A Bargaining Unit employee may request the appropriate employee representative to review his individual personnel file. The employee representative shall exercise the employee's right in accordance with the conditions established in Section 1, above.

## **ARTICLE 9**

### **DISCIPLINARY PROCEDURE**

SECTION 1. Disciplinary action shall be for just cause and may include the following:

- A. Oral warning;
- B. Written reprimand;

- C. Suspension without pay;
- D. Reduction (demotion); or
- E. Discharge (removal) from employment.

An "oral warning" is a disciplinary step wherein a supervisor communicates to an employee that the employee's work behavior, job performance, or other action(s) affecting the job are not acceptable, the reason that such is not acceptable, instruction(s) for corrective action, and acknowledgment from the employee that he/she has been "warned." Oral warnings shall be documented by Memorandum for File by the supervisor administering the oral warning with a copy of such warning provided to the employee within 48 hours of the matter necessitating the warning, and such documentation shall be part of the employee's disciplinary record with retention as established elsewhere with this Article.

**SECTION 2.** Any time a supervisor, the Engineer, or any representative of the Engineer conducts a scheduled disciplinary meeting with a Bargaining Unit employee in which disciplinary action of record, written reprimand, suspension, or dismissal are likely to result, they shall verbally notify the employee of his right to have an employee representative present and shall not deny the employee Union representation. This provision shall not prohibit the issuing of a suspension or dismissal (removal) if the actions of the employee are of such gravity to warrant immediate removal from duty and a Union representative is unavailable.

**SECTION 3.** Oral warnings or written reprimands shall cease to have force and effect twelve (12) months after the effective date of the reprimand or warning providing there is no intervening written notice of disciplinary action during the twelve (12) month period. Suspension shall cease to have force and effect eighteen (18) months after the effective date of the suspension providing there is no intervening written notice or disciplinary action during the eighteen (18) month period. Disciplinary measures that cease to have force and effect under the terms of this Section shall not be used in determining subsequent disciplinary action.

**SECTION 4.** An employee shall be given a copy of any written reprimand or other written disciplinary action entered on his personnel record.

**SECTION 5.** Any employee who has been disciplined by suspension or discharge (removal) will be given a written statement describing the reason or reasons for which he has been suspended or discharged (removed). In the case of suspension, he will be advised of the duration of the suspension. In case of suspension or discharge (removal) of an employee, an employee representative shall be present subject to the provisions of Section 3 of this Article.

**SECTION 6.** If the supervisor or other representative of the Engineer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## **ARTICLE 10**

### **LABOR-MANAGEMENT MEETINGS**

**SECTION 1.** In the interest of sound Labor-Management Relations, the parties agree to meet quarterly during the months of January, April, July, and October on the first Thursday of the month for the purpose of discussing those matters as outlined in Section 2, below. Said meetings shall begin at 7:30 a.m. Additional meetings may be scheduled at the request of either party. The Engineer and/or his designees shall meet with not more than two (2) employee representatives and one (1) Council 8 representative.

**SECTION 2.** The party requesting the meeting shall furnish an agenda at least three (3) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of the three (3) Union representatives who will be attending.

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Engineer which may affect Bargaining Unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and,
- G. Consider and discuss health and safety matters.

**SECTION 3.** Employee representatives attending Labor-Management Meetings shall not suffer a loss in pay for any regular straight time hours spent in such meetings

## **ARTICLE 11**

### **PROBATION PERIODS/PERFORMANCE EVALUATIONS**

SECTION 1. Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation and shall continue for a period of one hundred twenty (120) calendar days. The parties agree that new hire probationary employees shall have no appeal rights through the grievance procedure for issues involving discipline and/or termination.

SECTION 2. A newly promoted employee shall serve a probationary period of ninety (90) calendar days. For the purposes of this Article, a promotion shall be defined as any change in classification other than a reduction. The Engineer shall give the employee promoted every reasonable assistance to help him to successfully complete his promotional probationary period. However, should the employee fail to successfully complete the probationary period, he shall be placed in his former position at his former rate without loss of seniority.

SECTION 3. Promotional probationary evaluations shall not be subject to the grievance procedure, nor shall new hire probationary evaluations be subject to the grievance procedure.

SECTION 4. Employees shall receive a copy of their promotional and semiannual evaluations

## **ARTICLE 12**

### **HOURS OF WORK AND OVERTIME**

SECTION 1. The work week shall be computed between 12:01 a.m. Sunday of each calendar week and ending at 12:00 midnight the following Saturday. The standard work week for all full-time Bargaining Unit employees shall be forty (40) hours. The normal work week shall consist of five (5) consecutive days of eight (8) consecutive hours each day, excluding an unpaid lunch period of one-half ( $\frac{1}{2}$ ) hour each day. The normal work schedule for the first shift employees shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Engineer may establish a different work schedule during Daylight Saving Time (DST) consisting of four (4) consecutive work days per week, Monday through Thursday, with ten (10) hours per work day from 7:00 a.m. to 5:00 p.m. The Engineer shall notify the Union five (5) days in advance of any changes in the above schedules or when, due to unusual circumstances, it is necessary to make exceptions to the above schedule

**SECTION 2.** All employees are expected, as a condition of employment, to perform overtime in accordance with this Article. An employee required to work in excess of the standard work week (40 hours) in any one payroll week shall be paid for such weekly overtime at the rate of time and one-half his regular straight-time hourly rate. There shall be no pyramiding or duplication of any overtime payments.

**SECTION 3.** For the purpose of overtime calculation, all hours in active pay status shall be considered hours worked during that payroll week.

**SECTION 4.** When an employee is required, as determined by the Engineer, to work beyond his standard work week, he shall be paid in the following manner: Time actually worked shall be paid at the rate of time and one-half his regular straight-time hourly rate but in no case shall an employee receive less than two (2) hours pay at his regular straight-time hourly rate for the Special Call-Out period.

**SECTION 5.** If the employee elects to take compensatory time in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1 ½) basis and shall be granted by the Engineer at the appropriate hourly rate at a time mutually convenient to the employee and the Engineer within one hundred eighty (180) days after the overtime is worked. Employees shall be required to provide an appropriate advance notice for requested use of compensatory time.

Unless the employee indicates his desire to receive compensatory time in lieu of overtime pay prior to the end of the pay period, the overtime hours will be paid. Once the employee has designated his desire to receive compensatory time for overtime hours worked, such hours shall not be transferred back to a cash payment.

**SECTION 6.** No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

**SECTION 7.** The Engineer will not employ part-time employees for the purpose of causing the layoff of full-time employees or reducing the work week of full-time employees.

**SECTION 8.** Except during emergencies as defined in this Agreement, employees shall not be required to work more than sixteen (16) hours during any one work day.

**SECTION 9. OVERTIME LISTS:**

- A. Section foremen shall be responsible for posting overtime lists in each work section. The lists shall be in order of seniority for the purpose of attempting to equalize overtime opportunities in that particular section.

Section Overtime List - The following work sections will maintain a list of Bargaining Unit employees assigned to that section. The section overtime lists shall be used to distribute non-prescheduled overtime.

REDTOWN SECTION #1

AMESVILLE SECTION #2

COOLVILLE SECTION #3

ATHENS SECTION #4

NELSONVILLE SECTION #5

BRIDGE SECTION #6

EQUIPMENT MAINTENANCE SECTION #7

SPECIAL PROJECTS SECTION #8

The Engineer reserves the right to add to, delete, or change any of the above sections at the beginning of a pay-period.

- B. The foreman in each of these sections will make every attempt to equalize overtime opportunities within his section by calling the person or persons lowest on his section overtime list for a given overtime opportunity. A foreman may call for an employee or employees from another section if additional help is needed or if his own section employees cannot be reached. Any employee or employees working the overtime shall have the hours worked indicated on the list for his section.
- C. The section overtime lists shall be used for non-prescheduled overtime within that particular work section.

- D. Notwithstanding the above, overtime work required consecutive to the normal quitting time to complete a project started during regular working hours shall be assigned to those employees already working on the project without utilizing the overtime lists. Any employee working such overtime shall have the number of overtime hours worked indicated on the list for his section.
- E. In accordance with the above procedure, it is agreed that during overtime situations when two or more crews are called out, one mechanic shall be called out.
- F. Overall Classification - Seniority List. When overtime is pre-scheduled, the Engineer shall first offer the overtime to employees who are performing the highly individualized work on the project on a straight-time basis. Other tasks shall utilize the overall classification seniority list for pre-scheduled overtime.

On each occasion when an employee works overtime, he shall be accredited on the overtime rotation list with the actual number of overtime hours worked.

On each occasion when an employee refuses overtime or cannot be contacted, he shall be counted, for the purpose of determining the future overtime opportunities, with the amount of overtime accredited to those employees who responded.

When a pre-scheduled overtime opportunity occurs, the Engineer shall attempt to contact and offer the opportunity to those employees in the classification who have the least total number of overtime hours worked, refused, or missed to their credit on the overtime rotation list and who are not absent due to sick leave, vacation leave, or compensatory time. After all names on the rotation list have been called and if the required number of employees have not agreed to report for work, the Engineer may require the least senior employee(s) qualified to do the work and can be reached to report. Those employees who are required to report and refuse may be subject to discipline.

Each employee shall be required to provide the Engineer with his current address and telephone number. Any changes in the employee's address or telephone number shall be reported to the Engineer's office immediately.

The payroll clerk shall maintain the overall classification-seniority list, and shall update it each time scheduled overtime occurs. The list shall be posted on the bulletin board in each section.

- G. Where there are errors made in the distribution of overtime opportunities, the Engineer shall attempt to correct such error by offering the affected employee the next overtime opportunity(s) in his group that the employee is qualified to perform. The affected employee will be called first until he has been offered the same number of hours as the person who was called in error.

## **ARTICLE 13**

### **TIME CLOCKS**

SECTION 1. All Bargaining Unit employees are required to use the time clocks. All work rules regarding time clocks and time cards shall be applied uniformly to all employees in the Bargaining Unit. The time clock records shall be the sole means of determining hours worked for pay purposes, unless there is no time clock record.

SECTION 2. Bargaining Unit employees who are late in reporting to work shall be docked in pay computed to the next highest tenth of an hour.

## **ARTICLE 14**

### **LEAVES AND LEAVES OF ABSENCE**

SECTION 1. LEAVE WITHOUT PAY. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave. A physically incapacitated employee may request a disability leave. A disability leave shall be granted when the disability continues beyond accumulated sick leave rights and provided the employee is either:
1. Hospitalized or institutionalized;
  2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,

3. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Engineer.
4. Subject to Subsections 1, 2, or 3 above, an employee may take a disability leave of absence without pay for maternity purposes. However, if the employee wishes, the employee may use any or all of their accrued sick leave and vacation leave prior to the birth of the baby and for the recovery period. If more than five (5) days of sick leave is requested, a medical statement shall be required. Should an unpaid Disability Leave exceed six (6) months, the employee may request and be granted up to an additional six (6) months subject to Subsections 1, 2, and 3 above.
5. It is the employee's responsibility to request a Disability Leave before their sick leave expires.

- B. Personal Leave. The Engineer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The employee shall include all pertinent information relating to the need for a Personal Leave of Absence with his request for leave. Employees may use Personal Leave at the birth of their child and for the care of an infant child in accordance with the provisions of this Article.

- C. Authorization for Leave. The authorization for a Leave of Absence without Pay is a matter of administrative discretion (except for Disability Leave). The Engineer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job.

A leave of absence shall be requested on the standard Request for Leave form.

- D. Sick Leave Credit and Vacation Credit During Leave. An employee on leave of absence without pay does not earn sick leave or vacation leave credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation leave eligibility or other purposes where tenure is a factor.

- E. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Engineer may cancel the leave and direct the employee to report for work by giving written notice to the employee and may issue disciplinary action.

- F. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Engineer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Engineer. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, the employee will be considered "Absent without Leave" and shall be subject to immediate termination provided the Engineer gives written notice to the employee ten (10) days prior to the termination date.
- G. Insurance Premiums During Leaves. Where an employee has requested and been granted a disability leave, or a personal leave for medical reasons the Engineer shall continue its contribution to the employee's health insurance benefit program for a period of ninety (90) calendar days from the date of approval of the leave.

**SECTION 2. LEAVES WITH PAY.** Employees may be granted the following types of paid leaves of absence:

- A. Court Leave. The Engineer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper county form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty in excess of four (4) hours prior to the end of his scheduled work day shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for workers' compensation, unemployment compensation, and Board of Review Hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation leave, or personal days at the discretion of the employee.

B. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence 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 a total of thirty-one (31) calendar days in any one (1) calendar year. The employee is required to submit to the Engineer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours. This provision in no way abrogates the present or future Veterans' rights. Employees who are members of those components above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency

C. Bereavement Leave. Any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for up to three (3) days Bereavement Leave to make arrangement for and to attend the funeral of a member of his immediate family. Bereavement leave shall not be deducted from an employee's sick leave accrual.

Immediate family for this purpose only shall be defined as: brother, sister, father, mother, spouse, child, grandchild or other person who stands in place of a parent.

Any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for up to one (1) day for bereavement leave to make arrangements for and to attend the funeral of a member of his family. Bereavement leave shall not be deducted from an employee's sick leave accrual.

Family for this purpose only shall be defined as grandparents and grandparents of spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law.

## ARTICLE 15

### SICK LEAVE

SECTION 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of one (1.25) day per month for each month in active pay status, including paid vacation leave, overtime, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

#### SECTION 2.

- A. Evidence Required for Sick Leave Usage. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Engineer may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner in accordance with Section 5 of this Article. Falsification of either a written signed statement or a practitioner's certificate may be grounds for disciplinary action including dismissal.
- B. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Engineer for the following reasons:
1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
  2. Death of a member of his immediate family (Sick leave usage limited to time actually required to attend funeral, make necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to five (5) work days.).
  3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family, that requires the presence of the employee.
  4. If a member of the immediate family is afflicted with a contagious disease that requires the care and attendance of the employee and the employee, through exposure to a contagious disease, would jeopardize the health of other employees on the job.
  5. Pregnancy and/or childbirth and other conditions related thereto.
- C. For the purpose of this Article 15, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent (*in loco parentis*)

SECTION 3. Retention of Sick Leave. An employee who transfers from a public agency to the Athens County Engineer's Department or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section so long as he is employed by the Engineer except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment with the Engineer provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 4. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this Agreement.

SECTION 5. Physician Statement. Employees with an illness or disability exceeding three (3) days may be required to furnish a statement from a licensed practitioner accepted by the health plan notifying the Engineer that the employee was unable to perform his duties.

Where sick leave is requested to care for a member of the immediate family, the Engineer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

SECTION 6. Notification by Employee (Call-In Procedure). When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person prior to the time he 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. Employees failing to notify their immediate supervisor as prescribed herein shall not be paid and may be subject to disciplinary action.

SECTION 7. Physical Examination. The Engineer 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 Athens County Engineer's Department.

**SECTION 8. Sick Leave Payment at Retirement.** An employee who is eligible to retire shall be entitled to a one (1) time severance payment at the employee's daily rate of pay for one-fourth (1/4) of the accumulated sick leave at the time of retirement, not to exceed a maximum of thirty (30) days.

**SECTION 9. Personal Days Leave.**

- A. Each employee shall be entitled to one (1) personal day effective September 2, 2002, two (2) personal days effective September 2, 2003, and three (3) personal days effective September 2, 2004 each calendar year. Newly hired employees shall receive personal days leave on a pro-rated basis in their first year of employment.
- B. Each request for personal days leave must be made to the employee's supervisor no later than fifteen (15) minutes after the starting time on the day on which the leave will be used. Usage may be in increments of one (1) hour. At least one (1) day's notice must be given in order to take personal days leave consecutively.
- C. Any personal days leave not used by September 1st of each calendar year shall be lost and not carried over. Personal days shall be on a ten (10) hour basis.

## **ARTICLE 16**

### **VACATION LEAVE**

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

- A. One (1) year of service but less than eight (8) years service completed: eighty (80) hours
- B. Eight (8) years of service but less than fifteen (15) years service completed: one hundred twenty (120) hours
- C. Fifteen (15) years of service but less than twenty (20) years service completed: one hundred sixty (160) hours
- D. Twenty (20) years of service or more service completed: two hundred (200) hours.

**SECTION 2.** New employees of the Engineer after one (1) year of service may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Each employee of the Engineer, who had been previously employed by the Engineer with an interruption in his term of service not exceeding ten (10) years for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation leave credit after completing one (1) year of continuous service from the employee's date of return.

Employees previously employed by another political subdivision may also be entitled to a prior service credit after completing one (1) year of continuous service with the Engineer.

Prior service shall mean any service with the Engineer, the State, or any political subdivision of the State.

**SECTION 3.** Vacation leave is credited each bi-weekly pay period at the following rates:

- A. For those entitled to 80 hours annual vacation leave, including employees in their first year of service: 3.1 hours per pay period;
- B. For those entitled to 120 hours vacation leave: 4.6 hours per pay period;
- C. For those entitled to 160 hours annual vacation leave: 6.2 hours per pay period;
- D. For those entitled to 200 hours annual vacation leave: 7.7 hours per pay period.

**SECTION 4.**

- A. No employee will be entitled to take vacation leave nor payment for accumulated vacation leave under any circumstances until he/she has completed one year of employment with the Engineer.
- B. Vacations are scheduled in accordance with the work load requirements of the individual work sections of the Athens County Engineer's Department. In the event work load requirements preclude granting of the same vacation leave requests for two or more employees, the senior employee will be granted the requested vacation leave. The Engineer may require reasonable advance request by the employee for approval of any vacation leave.

- C. 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 Engineer may, in special circumstances, permit an employee to accumulate vacation leave from year to year. This accumulation of vacation leave must be approved in advance and must be in response to special circumstances.
- 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 years. Such excess vacation leave shall be eliminated from the employee's vacation leave balance.
- E. Upon separation from the Engineer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) years. In case of the death of an employee, such unused vacation leave shall be paid to his designated beneficiary or to his estate.
- F. Vacation leave is earned while on vacation leave, sick leave, or other compensated time.

## **ARTICLE 17**

### **HOLIDAYS**

**SECTION 1.** All employees in the Bargaining unit shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Athens County Fair Day (Friday during Athens County Fair)
- Birthday

**SECTION 2.** In addition, employees shall be entitled to a paid holiday on any other day determined and appointed by the Athens County Engineer.

**SECTION 3.** In the event that any of the aforesaid holidays fall on Saturday, the Friday immediate preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time holiday pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on any of the recognized holidays listed in Section 1 shall receive eight (8) hours holiday pay in addition to time and one-half (1 ½) their regular base rate of pay for all hours worked on the holiday.

**SECTION 4.** Notwithstanding the above, employees shall receive ten (10) hours of holiday pay for each of the following holidays should the Engineer elect to implement the Daylight Savings Time schedule (4-10 hour day schedule):

Memorial Day  
Independence Day  
Labor Day  
Columbus Day

The ten (10) hours of holiday pay provided for in this section shall be accomplished by distributing the holiday pay for Athens County Fair Day equally between the four (4) holidays listed above. Employees shall receive no holiday pay for the actual Athens County Fair Day while the Daylight Savings Time schedule is in effect.

Employees who work on any of the recognized holidays as listed in this Section 4 shall receive ten (10) hours of holiday pay in addition to time and one-half (1 ½) their regular base rate of pay for all hours worked on the holiday.

## **ARTICLE 18**

### **SENIORITY**

**SECTION 1.** Seniority is the right of an employee to exercise rights established by the terms and conditions of this Agreement. Two (2) types of seniority are established under this Agreement as follows:

- A. "Classification Seniority" is the employee's length of continuous service in his current classification from his last date of entry into the classification.

- B. "Bargaining Unit Seniority" is the employee's total length of continuous service with the Engineer from his most recent date of hire into the Bargaining Unit.

SECTION 2. An approved leave of absence does not constitute a break in continuous service; however, an employee's seniority shall terminate:

- A. If the employee quits;
- B. If the employee retires;
- C. If an employee is discharged and not reinstated; or,
- D. If the employee is laid off for a period of more than eighteen (18) consecutive months.

SECTION 3. The Engineer will provide the Union with two (2) copies of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every six (6) months thereafter, showing the seniority of each employee in the Bargaining Unit by classification. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

SECTION 4. The Employer will provide the Local 103 with a bi-weekly list of new hires, terminations, promotions, transfers, leaves of absence, and retirements if they are within the Bargaining Unit. The list will include the name of the employee and the date of the action.

SECTION 5. Whenever seniority is applicable to any terms and conditions contained in this Collective Bargaining Agreement and two (2) or more employees are tied in applicable seniority, the following listed seniority rights shall prevail:

- A. If two (2) employees have the same classification seniority, Bargaining Unit seniority shall prevail.
- B. If two (2) or more employees have the same Bargaining Unit seniority, the oldest employee, by age, shall prevail.

## ARTICLE 19

### JOB POSTING AND TRANSFER PROCEDURE

SECTION 1. When a vacancy occurs or a new position is created which the Engineer desires to fill, a notice of the opening shall be posted at all work locations for five (5) working days, setting forth the classification, rate of pay, shift, and work section assignment.

SECTION 2. Employees who wish to be considered for the posted position must sign the posted bid sheet and file a written application, including a personnel qualification summary, with the Engineer by the end of the posting period.

SECTION 3. A vacancy shall be defined as an opening as a result of a promotion, transfer, termination of employment for any reason, newly created position(s), or an increase in the number of existing positions.

- A. The Engineer reserves the right to make final determination as to whether or not a vacant position exists and if and when said vacancy is to be filled.
- B. The bidding procedures as described herein shall apply to all Bargaining Unit vacancies.

SECTION 4.

- A. The Engineer shall offer the position to the employees in the same classification wherein the vacancy exists by preference of employees on the basis of classification seniority.
- B. If no classification senior employee exercises his preference for the position, then employees who possess the qualifications and who file timely applications for the posted vacancy shall be considered for the position. The position shall be awarded to one of these qualified employees on the basis of seniority within seven (7) days after notification by the Engineer of the posted vacancy award.

SECTION 5. Employees assigned to higher classification in accordance with this Article shall receive the higher classification immediately upon assignment.

SECTION 6. If no employee bids on a posted position, or if an outpost (Section) is eliminated, or if there is an excess number of employees already in the vacant classification or in the event of a layoff or job abolishment, the Engineer retains the right to assign employees already within the classification to meet the operational needs of the department. Such assignment shall be implemented by assigning the employee within the desired classification who has the least total seniority in the affected position.

SECTION 7. The Engineer retains the right to temporarily assign employees within their classification to work in other sections to meet the operational needs of the department.

## **ARTICLE 20**

### **LAYOFF AND RECALL**

SECTION 1. Notice of Reduction. The Engineer will notify the Union and all affected Bargaining Unit employees at least thirty (30) calendar days in advance of its intent to reduce the work force and will, at the time of notice, provide the Union with a current, updated seniority list.

SECTION 2. Reduction. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

- A. All of the Engineer's casual, intermittent, temporary, new hire probationary and part-time employees shall, in that order, be terminated or laid off as the case may be.
- B. The Engineer shall determine in which classification(s) layoffs will occur. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of classification seniority of the remaining employees in the classification of layoff.

**SECTION 3. Bumping Rights.** An employee with Bargaining Unit seniority who is displaced from his classification by a reduction in the work force may exercise his Bargaining Unit seniority to bump the employee with the least Bargaining Unit seniority in (1) any similarly rated classification in the Bargaining Unit or in (2) any lower rated classification within the Bargaining Unit for which the bumping employee is qualified to perform the work.

Employees who bump into a similarly rated or lower rated classification under the foregoing procedure shall be deemed, for layoff purposes only, to have classification seniority in the classification into which he bumps equal to his Bargaining Unit seniority.

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within fourteen (14) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights.

**SECTION 4.** When employees are laid off, the Engineer shall create a recall list for each classification. Each list shall consist of the employees who have bumped to a lower rated classification and those employees who have been laid off, ranked according to Bargaining Unit seniority. The Engineer shall recall employees from layoff within each classification as needed. The Engineer 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 eighteen (18) months after the effective date of the layoff.

**SECTION 5. Retention.** Employees who bump into a lower rated classification will be paid at the wage level of the classification into which he bumps.

**SECTION 6. Recall Notice.** Written notice of recall from layoff shall be sent to the employee's last known address by the Engineer, by certified mail — return receipt requested. Failure of an employee to contact the Engineer within fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.

**SECTION 7. Reduction Severance Pay.** Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages, vacation leave and compensatory time provided by this Agreement which are due to such employees.

## **ARTICLE 21**

### **DISTRIBUTION/DISPLAY OF UNION LITERATURE OR MATERIALS**

SECTION 1. The Engineer shall provide a bulletin board, approximately 3 ft. by 4 ft., for the Union in the Garage. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to authorized Union activities on such boards.

SECTION 2. Union literature, wherever and however distributed and displayed on department property, shall not contain libelous, scurrilous, or derogatory attacks upon the Engineer, County Officials, Board and Committee members, or employees, named or unnamed. Literature distributed or displayed inside the Engineering facilities shall not contain opposition to or the promotion of a candidate for public office.

SECTION 3. The Union agrees that no Union insignia, emblems, buttons, bumper stickers, or literature shall be posted, affixed or displayed, other than as permitted by Section 1, above, on County property or County vehicles.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

SECTION 1. The Engineer shall maintain suitable first-aid equipment.

SECTION 2. The Engineer agrees to maintain safe working facilities, vehicles, tools, and equipment. The Union agrees to cooperate with the Engineer in maintaining safe working facilities, vehicles, tools, and equipment.

SECTION 3. All unsafe working conditions must be reported on the agreed form to the supervisor in charge as soon as said unsafe working conditions are known.

## **ARTICLE 23**

### **WASH UP TIME**

Bargaining Unit employees shall be permitted ten (10) minutes for wash up on any day immediately before the commencement of the meal period and immediately before the end of their scheduled shift.

## **ARTICLE 24**

### **SUBCONTRACTING AND PART-TIME EMPLOYEES**

The Engineer will not employ part-time employees nor subcontract out work for the express purpose of causing full-time employees to be laid off.

## **ARTICLE 25**

### **WAIVER IN CASE OF EMERGENCY**

SECTION 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Athens County Commissioners, defined as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all County employees.

SECTION 2. Upon the termination of the emergency and should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed

SECTION 3. During periods of severe snow conditions, the Engineer agrees to assign two employees to each truck that does not have two-way communications equipment during snow removal details.

## **ARTICLE 26**

### **WORK IN HIGHER OR LOWER CLASSIFICATION**

SECTION 1. Every effort should be made to work employees within their assigned classification and to avoid requiring employees to work in a higher classification. However, should it be determined necessary, by the appropriate administrative authority, to assign an employee to work outside his normal classification, the following sections shall be applicable.

SECTION 2. Employees may be assigned, as determined necessary by the appropriate administrative authority, to work outside their normal classifications for the following reasons:

- A. To fill a vacancy temporarily, caused by an employee being on sick leave or other approved leave of absence;
- B. to provide vacation leave relief scheduling;
- C. to fill a vacancy temporarily pending the permanent filling of such a vacancy; and,
- D. To meet temporary operational demands of the department.

Assignment of employees in accordance with Section 2, to work in a higher classification for one (1) hour or more, shall be accomplished on the basis of total seniority among employees in the next lower classification within the section where the work is required.

**SECTION 3.** Employees assigned to a lower classification shall continue to receive the rate of pay of their former classification.

**SECTION 4.** Employees assigned to a higher classification for one (1) hour or more in any work day shall receive an additional fifty cents (\$0.50) per hour over and above their regular classification pay rate (base hourly rate plus longevity) for all work performed in the higher classification. The Engineer shall not rotate or make successive daily assignments to avoid payment of the higher rate of pay.

## **ARTICLE 27**

### **WORK RULES**

**SECTION 1.** The Union recognizes the Engineer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with statutory authority. The Engineer maintains the right to administer disciplinary action, in accordance with this Agreement, for violation of such rules, policies, or procedures, or for violation of the rules, policies, or procedures contained within this Agreement.

**SECTION 2.** All work rules, policies, and directives shall be interpreted and applied uniformly to all Bargaining Unit employees under similar circumstances.

**SECTION 3.** Work rules shall not be established which violate the terms of this Agreement.

**SECTION 4.** It is agreed that where the Engineer has determined that written work rules are necessary, and to the extent any work rules, policies or directives have been reduced to writing, the Engineer will make them available to the employees. Changes

in existing written work rules or newly established written work rules shall be treated in the same manner.

SECTION 5. This Article shall not be interpreted in any manner to relieve an employee of his responsibility to follow normal rules and procedures of good conduct that can reasonably be expected of any public employee regardless of whether such rules or procedures have been reduced to writing.

SECTION 6. The Engineer recognizes the right of the Union to discuss and/or grieve the reasonableness of any new or revised work rule, policy, procedure, or directive promulgated by the Engineer during the term of this Agreement. Any grievance filed under this Article shall be submitted and processed in accordance with the terms of grievance procedure as contained in Article 7 of this Agreement.

## **ARTICLE 28**

### **MISCELLANEOUS**

SECTION 1. Subject to the capabilities of the Payroll Department and approval of the Athens County Auditor, each employee's payroll check shall illustrate the hourly rate of pay, total hours worked (including overtime), and the total accrued but unused sick leave and vacation leave credited to the employee as of the end of that payroll period.

If this cannot be accomplished through the Auditor's office, the Engineer agrees to make the above information available to the employee upon the employee's individual request following completion of the pay period for which the information is requested.

SECTION 2. The Engineer agrees to process requests for payroll deductions for the purchase of U.S. Savings Bonds to the Athens County Auditor upon receipt of a written authorization for such payroll deductions signed by the individual employee on a form approved by the Auditor.

SECTION 3. Except for the employee's birthday, in the event a holiday falls on the normal payday, the employee may receive his/her paycheck on his/her last regularly scheduled work day prior to payday.

SECTION 4. The Engineer reserves the right to make changes in any classification specification, including the duties to be included and minimum qualifications. The Engineer agrees to provide a classification specification to every employee when hired, transferred, or promoted into a classification.

The Engineer shall make available to the Union the current classification specification for all classifications in the Bargaining Unit. Whenever a change occurs in the classification specification of any such job, the Engineer agrees to provide the Union

with a copy of the new classification specification before the classification specification is put into effect. The employee whose classification specification has been changed shall also be provided a copy of the new classification specification before it is put into effect. Should a substantial change occur, either party may submit a written request to negotiate the wage rate for the applicable classification. The parties shall negotiate in accordance with the statutory procedure set forth in Ohio Revised Code Section 4117.14, or its successor.

## **ARTICLE 29**

### **INSURANCE**

SECTION 1. The Engineer shall continue to provide and pay the total cost of the monthly premium for both the single and family coverage, hospitalization, and major medical insurance plans for the life of the contract. The scope of benefits under the insurance plan shall remain the same or better to those in effect as of September 2, 1993.

SECTION 2. Effective September 2, 2008, the Engineer shall contribute \$69.00 per month for each full-time Bargaining Unit employee who has completed the probationary period to the AFSCME Care Plan.

## **ARTICLE 30**

### **DRUG TESTING**

SECTION 1. Use of controlled substances that cause intoxication or impairment on the job poses risks to the Engineer, the affected employee, and to co-workers. Recognizing that drug and alcohol abuse are treatable illnesses that should be dealt with initially by treatment and education, it is the Engineer's policy to prevent and rehabilitate rather than terminate the employment of employees who are drug or alcohol dependent. No Bargaining Unit employee will be discharged without first having an opportunity to seek treatment. However, this opportunity for rehabilitation shall in no way be construed so as to exonerate an employee for misconduct while impaired by a controlled substance.

SECTION 2. The policy will be implemented in a consistent and nondiscriminatory manner. All Bargaining Unit employees will be provided a copy of the Engineer's Drug Testing policy prior to its implementation. In addition, Bargaining Unit employees will be provided information concerning the impact of the use of drugs on job performance. Bargaining Unit employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment, and intoxication. Finally, all Bargaining Unit employees will be informed of the causes for testing and the tests that will be conducted. All newly employed Bargaining Unit employees will receive the information at the time of their

initial hire. No Bargaining Unit employee shall be tested until this information is provided to the employee.

**SECTION 3.** Random drug testing will not be permitted under any circumstances, except as prescribed By Federal Law holding a valid Commercial Drivers License. Drug testing may be administered only where there is reasonable suspicion to believe that the Bargaining Unit employee to be tested is using, consuming, or under the influence of an alcoholic beverage, controlled substance, and/or drugs while on duty.

**SECTION 4.** The term "reasonable suspicion" shall be defined, for the purposes of this policy, as follows:

Aberrant or unusual on-duty behavior or an individual employee that:

- A. Is observed on duty by the Bargaining Unit employee's immediate supervisor or higher ranking supervisory or non-Bargaining Unit employee and confirmed by the observation of another supervisory employee, if possible, trained to recognize the symptoms of intoxication, impairment, or drug abuse. The opportunity for observation must also be afforded to an employee representative where possible.
- B. Is the type of behavior or other physical indications that are recognized and accepted as symptoms of intoxication or impairment caused by abuse and use of controlled substances or alcohol.
- C. Is not reasonably explained as a result of some other cause, such as but in no way limited to, fatigue, lack of sleep, or side effects of a prescription medication or over-the-counter medication, reaction to non-toxic fumes or smoke, or other job-related causes or factors.

Reasonable suspicion must be documented in writing as soon as practical after observation. Reports of drug abuse or abnormal behavior which are not confirmed in writing by a supervisor shall not constitute reasonable suspicion.

**SECTION 5.** No drug testing may be conducted without authorization of the Engineer. The Engineer must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion and the names of any witnesses or identifiable sources of the information upon which the testing is predicated. One (1) copy of this documentation shall be given to the Bargaining Unit employee and one (1) copy shall be provided to the Union prior to the time the drug testing is given. The Bargaining Unit employee and an employee representative shall be given orally the basis for the Engineer's reasonable suspicion that shall be followed up in writing as soon as practical.

Failure to follow any of the above steps that are prejudicial to the employee shall result in elimination of test results as if no tests had been administered. The test results will be destroyed, and no discipline administered to the affected Bargaining Unit employee.

SECTION 6. Employees will be given an opportunity to give an explanation of their condition to the Engineer prior to testing. A Union steward or representative shall be present during such an explanation if so requested by the Bargaining Unit employee and shall be entitled to confer with the Bargaining Unit employee before the explanation is given.

SECTION 7. By written order, signed by the Engineer or his designated representative, the employee may be ordered to submit to a toxicological test designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, opiates, amphetamines, and phencyclidine in accordance with the procedure set forth below.

Refusal to submit to toxicological testing after being properly ordered to do so may result in disciplinary action.

SECTION 8. The following test procedures shall apply to urine tests administered to Bargaining unit employees.

The Engineer may request urine samples only. Urine specimens shall be collected at the laboratory or hospital where the specimen is to be tested. Appropriate steps will be taken to ensure the security of the specimen.

A Union representative shall be allowed to accompany the Bargaining Unit employee to the test and observe collection, bottling, and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

The testing shall be done by a hospital or other institution agreed to by the parties or any laboratory certified by the State of Ohio as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (53 Fed. Reg. 11970, 4/11/88).

The Union and the Engineer shall choose the laboratory to be utilized for toxicological testing on a yearly basis. The following standards shall be used to determine what levels of detected substances shall be considered positive:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1.000 ng/ml Amphetamine	500 ng/ml GC-MS
Marijuana	100 ng/ml	

Metabolites	Metabolites	100 ng/ml GC-MS
Cocaine	300 ng/ml	
Metabolites	Metabolites	150 ng/ml GC-MS
Opiates	300 ng/ml	
	Morphine	300 ng/ml GC-MS
PCP	25 ng/ml	
	PCP	25 ng/ml GC-MS
Alcohol	.10 (blood)/.14 (urine)*	

\*Or whatever applicable Federal or State of Ohio standards are in effect to indicate intoxication.

Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all documentation regarding supervisors' observations and testing will be destroyed.

At the time the urine specimen is collected, three samples will be taken. Two samples will be sent to the laboratory to be tested at the Engineer's expense. In order to be considered positive, both samples must be tested separately, in separate batches, and show positive results on a GCMS confirmatory test. All test results are to be reviewed by a toxicologist or physician before being released.

The third sample will be collected in a separate container and shall be sealed in the presence of the Engineer and Union witnesses who will sign the evidence tape. This third sample shall be made available to the employee for testing by a laboratory chosen by the Union. The cost of testing the third sample shall be borne by the employee or Union. All test results shall be treated as confidential medical records.

**SECTION 9.** If the results of the tests administered by the Employer on the two samples shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, drugs, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed:

- A. The employee and Union shall be given a copy of the laboratory report of both specimens before discipline is imposed.
- B. The Union and employee shall have 72 hours to present the Engineer with different results from the test of the third sample conducted by a laboratory chosen by the Union. Failure of the Union or employee to have a third test performed shall not be used against the employee as a basis for discipline or in any arbitration proceeding.

- C. After considering the results of the third test presented by the Union, the Engineer may discipline the employee provided that any discipline, except removal from employment, imposed for the first offense of drug abuse and any grievance filed in response thereto shall be held in abeyance pending completion by the employee of a substance abuse treatment program mutually agreed upon between the Union, the Engineer, and the Bargaining Unit employee, the cost of which shall be covered by the Engineer's group health insurance as any other illness.

SECTION 10. Employees who seek voluntary assistance for drug or alcohol abuse may not be disciplined for seeking such assistance. All requests from employees for assistance shall remain confidential. Employees at their option shall be entitled to take accrued sick leave, vacation leave, compensatory time, or leave without pay during absences required as part of the rehabilitation process.

SECTION 11. Unless all safeguards and procedures specified herein are followed, test results may not be relied upon or serve as the basis of any discipline or referral to rehabilitation.

SECTION 12. Any disputes which may arise over compliance with this policy shall be resolved through the grievance and arbitration provisions of the parties' Collective Bargaining Agreement.

## **ARTICLE 31**

### **WAGES**

Section 1: Each new hourly base wage rate shall be determined by multiplying the previous year's hourly base wage rate times the U.S. Consumer Price Index (CPI) as reported in March of each year, (not to exceed 3% nor be less than 0.5%).

For Example: The hourly base wage rate for Equipment Operator I on September 2, 2010 is \$18.29 (last contract). The CPI for March 2011 is reported as 1.0%. The hourly base wage rate for EO-I on September 2, 2010 (\$18.29) times the CPI reported March 2011 (1.0%) = the new hourly base wage rate ( $\$18.29 \times 1.01 = \$18.47$ ) to be implemented September 2, 2011.

#### CLASSIFICATION

Body Shop Worker  
Building & Grounds Maintenance Worker  
Equipment Operator I  
Equipment Operator II

Equipment Operator III  
Equipment Service Worker  
Highway Maintenance Worker I  
Highway Maintenance Worker II  
Mechanic  
Welder

SECTION 2. All newly-hired employees of the Athens County Engineer shall be paid an entry level that is fifteen percent (15%) less than the then current lowest rate paid in the classification to which they are assigned. The newly-hired employees shall have their salary adjusted in accordance with the above schedule upon successful completion of their one hundred twenty (120) day probationary period.

SECTION 3. In addition to the above hourly base wage rates, each Bargaining Unit employee classified as a Mechanic shall receive a \$650 per year tool replacement allowance, payable during the first pay period in September.

SECTION 4. LONGEVITY. Effective September 1, 1987, all employees who have completed a minimum of five (5) years of total continuous service with the Athens County Engineer shall receive a longevity supplement in addition to their regular hourly base rate of pay at the rate of one-half percent ( $\frac{1}{2}\%$ ) of the employee's base hourly rate of pay for each year of service. The longevity pay supplement shall be computed by multiplying the number of years of service times one-half percent ( $\frac{1}{2}\%$ ) and multiplying that resulting percentage times the hourly base rate of pay.

- A. The longevity pay supplement shall be paid each pay period.
- B. The employee's anniversary date of hire shall be used for computing years of service and longevity rate.

SECTION 5. A \$475.00 Work Clothing Allowance for each year of Agreement, Work Clothing account at Mac's Thrifty Store in Athens, Rocky Shoes and Boots in Nelsonville, or Tractor Supply in Athens shall be established in each employee's name, for each year of the three year Agreement effective September 2 of each of the three years. This work clothing allowance includes safety toe boots that each employee is responsible to purchase and wear.

SECTION 6. The Athens County Engineer shall pay for any safety related equipment required by OSHA.

## **ARTICLE 32**

### **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 shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the 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, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to attempt to negotiate alternative language.

## **ARTICLE 33**

### **DURATION OF AGREEMENT**

#### SECTION 1.

- A. This Agreement shall be effective as of September 2, 2011 and shall remain in full force and effect until midnight September 1, 2014, provided however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one Party gives written notice to the other Party.
- B. If either Party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by Certified Mail - Return Receipt Requested. The Parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and Agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in

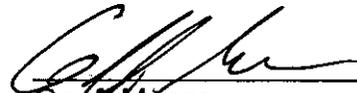
this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement. This Agreement cancels and supersedes all previous Agreements both written and oral.

For the Athens County Engineer:



Archie Stanley  
Athens County Engineer

For the Union:



Geoff Moore  
President Local 103



Michael W. Canterbury  
Deputy Engineer for Operations



William Gould  
Local 103 Bargaining Committee



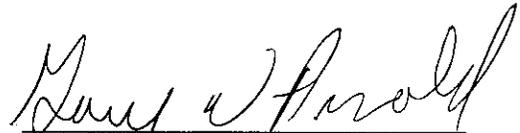
Lenny Eliason, President  
Athens County Commissioners



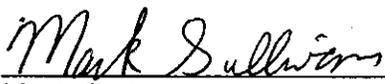
Bryan Baker  
Local 103 Bargaining Committee



Larry Payne  
Athens County Commissioner



Gary Arnold, Regional Director  
AFSCME Ohio Council 8



Mark Sullivan  
Athens County Commissioner

## **APPENDIX A**

### **Fair Share Fee Provisions**

A procedure has been established for challenging the amount of the fair share fee adjustment, i.e., the foregoing calculations. Please read these procedures carefully. You must comply with these procedures in order to challenge the fair share fee adjustment.

- A. **The Challenge:** Each fair share fee payor must file a separate challenge. The challenge must be filed in writing. The written challenge must include the following: 1. Fair share fee payor's name, address and telephone number. 2. Social Security Number. 3. Name of employer. 4. Employing agency. 5. Work location. 6. Job title. 7. Local union representing the unit. The written challenge must be received by Ohio Council 8 between November 30 and January 1.
  
- B. **Arbitration Procedure for Challenges:** The Unions have established an arbitration procedure for resolving challenges to the amount of the fair share fee adjustment. The procedure will result in a prompt resolution of the challenge by an impartial arbitrator. Challengers will receive complete information concerning the arbitration procedure upon receipt of a timely and properly written challenge.

All challenges filed within the prescribed time period will be consolidated into a single proceeding. The American Arbitration Association will select an arbitrator. The arbitrator will notify all parties by mail as to the date, time and location of a prearbitration conference. The purpose of the prearbitration conference is to establish a date, time, place and procedures for conducting the arbitration hearing. These matters will be determined by those parties present. Unresolved matters will be determined by the arbitrator.

After completion of the prearbitration conference, the arbitrator will notify the parties by mail of the date, time, place and procedures of the arbitration hearing. The notice will state that if challengers fail to appear for the hearing, the arbitrator can close the record after introduction of the Unions' evidence and issue a ruling on the basis of the record and the argument presented by the Unions.

Challengers may review financial records of AFSCME International, Ohio Council 8 and their specifically involved Local at the Ohio Council 8 offices. Specific dates and directions will be sent by written notice.

The arbitration proceeding will normally begin within thirty (30) days of the close of the challenge period. Absent unusual circumstances the arbitrator's award will issue within one hundred twenty (120) days of the close of the challenge period.

C. Escrow of Fair Share Fees: Upon receipt of a written challenge, as specified above, Ohio Council 8 will, place in an established interest bearing escrow account, an amount equal to one hundred percent of the challenger's future fair share fee payments. The fair share fees paid will remain in escrow until the arbitration award issues and will thereafter be distributed to the appropriate parties and the challenger pursuant to the arbitrator's award.

D. Post Arbitration Procedures: The adjustment rates (percentages) whether modified or not modified by the arbitrator will remain fixed for the period of January 1 through December 31. While the percentages will remain the same throughout the period, the fair share fee payment may vary as the dues level of the unions change. Any final fair share fee rate established will apply to the challenging fair share fee payors during for the period of January 1 through December 31. Absent unusual circumstances no fair share challenges will be accepted after the challenge period specified above for the period established by the notice.

Address for Filing Challenges: Challenges to the fair share fee calculations shall be filed with the person designated at the address set forth below, either by mail or personal delivery. While not required, it is recommended that all challenges be sent by certified mail, return receipt requested.

Louisa Arce, Controller  
Ohio Council 8  
American Federation of State, County  
and Municipal Employees, AFL-CIO  
6800 North High  
Worthington, Ohio 43085-2512

Procedure When a Fair Share Fee Payor Fails to Receive a Reduction: Should any fair share fee payor's payment not be adjusted by the Employer in the percentages set forth in this notice, that fair share fee payor must write Ohio Council 8 explaining the situation and forwarding the same information required of a challenge. Ohio Council 8 will then take immediate action to remedy the situation as warranted by the facts. This procedure shall be effective through December 31.

All questions concerning this procedure must be in writing and addressed or delivered to Ohio Council 8 at the address set forth above.

# APPENDIX B

## Sick Leave Donation Policy

### MEMORANDUM OF UNDERSTANDING

The Athens County Engineer and AFSCME/Ohio Council 8/Local 103 recognize that occasionally due to serious health conditions of an employee or certain members of the employee's immediate family, the employee may exhaust paid leaves and be in critical need for additional paid sick leave. For that purpose, the parties agree to utilize the Athens County Engineer's sick leave donation program as outlined in the Department's Employee Handbook. Pursuant to the policy, bargaining unit employees may donate leave to each other, or to non-bargaining unit Department employees. Pursuant to the policy, non-bargaining unit employees may donate to each other, or to bargaining unit employees. The parties agree that the Athens County Engineer retains the sole right to modify or terminate this policy, at any time and at the Engineer's sole discretion.

\_\_\_\_\_  
For AFSCME/OC 8/Local 103

\_\_\_\_\_  
Date

\_\_\_\_\_  
Athens County Engineer

\_\_\_\_\_  
Date