



02/14/12  
11-MED-08-1066  
1757-01  
K28146

**AGREEMENT**  
**BETWEEN THE**  
**MORGAN COUNTY ENGINEER**  
**AND THE**  
**AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL EMPLOYEES**  
**(AFSCME)**  
**LOCAL #2710**

**Case # 2011-MED-08-1066**

**Effective December 18, 2011**  
**through December 17, 2014**

## TABLE OF CONTENTS

|            | <u>Page</u>   |
|------------|---|
|            | Preamble..... 1   |
| Article 1  | Union Recognition ..... 1                                 |
| Article 2  | Dues Check-off and Union Security ..... 2                 |
| Article 3  | Non-Discrimination..... 3                                 |
| Article 4  | Union Representation..... 3                               |
| Article 5  | Grievance Procedure ..... 4                               |
| Article 6  | Probationary Period..... 6                                |
| Article 7  | Seniority ..... 6   |
| Article 8  | Job Posting/Bidding and Transfer Procedure..... 7         |
| Article 9  | Layoff and Recall ..... 8                                 |
| Article 10 | Hours of Work and Overtime..... 9                         |
| Article 11 | Equalization of Overtime ..... 10                         |
| Article 12 | Discipline/Personnel Files..... 10                        |
| Article 13 | Labor/Management Meetings ..... 12                        |
| Article 14 | Contracting/Sub-Contracting ..... 13                      |
| Article 15 | No Strike or Lockout..... 13                              |
| Article 16 | Management Rights ..... 14                                |
| Article 17 | Leaves of Absence ..... 14                                |
| Article 18 | Health and Safety ..... 16                                |
| Article 19 | Sick Leave ..... 17                                       |
| Article 20 | Holidays ..... 18   |
| Article 21 | Vacation ..... 19   |
| Article 22 | Insurance ..... 20  |
| Article 23 | Call-In/Reporting Stand-By Pay ..... 21                   |
| Article 24 | Wages ..... 21  |
| Article 25 | Waiver in Case of Emergency..... 22                       |
| Article 26 | Work Rules ..... 22                                       |
| Article 27 | Savings Clause ..... 23                                   |
| Article 28 | CDL..... 23   |
| Article 29 | Uniform/Shoe/Equipment ..... 23                           |
| Article 30 | Bargaining Unit Application of Civil Service Law ..... 24 |
| Article 31 | Duration..... 24  |
|            | Signature Page..... 25                                    |
|            | Appendix A, Wage Schedules..... 26                        |
|            | Appendix B, Side Letter, Insurance Committee ..... 29     |
|            | Appendix C, Side Letter, Part-Time Employees..... 30      |

## PREAMBLE/PURPOSE

This Collective Bargaining Agreement is entered into by and between the Morgan County Engineer, hereinafter referred to as the "Employer," and Ohio Council 8 of the American Federation of State, County and Municipal Employees and Local 2710 (AFSCME) AFL-CIO, hereinafter referred to as the "Union," and has as its purpose the establishment of wages, hours, and other terms and conditions of employment for all employees in the bargaining unit of this Agreement and to:

- A. Achieve and maintain a satisfactory, stabilized and harmonious Employer-employee relationship and to promote improved work performance;
- B. Provide for the peaceful and equitable adjustment of differences which may arise;
- C. Provide for the highest degree of efficiency, responsibility and economy in the accomplishment of the duties and functions assigned to the agency;
- D. Assure the effectiveness of service providing an opportunity for employees to meet with the Engineer through his representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- E. Preamble. It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the Union as the exclusive representative of all employees of the Morgan County Engineer.

Included: All employees of the Morgan County Engineer

Excluded: Confidential employees (secretary to Engineer), professional employees, and supervisors as defined in the Act.

**Section 2.** In the event a new classification is established, the Employer and Union shall meet for the purpose of determining whether the classification is to be included or excluded from the bargaining unit. If the Employer and the Union agree that the new classification should be included in the bargaining unit, the parties shall mutually determine the wage rate for that classification. If the Employer and the Union cannot agree as to whether or not the new classification should be included or excluded from the unit, the Union may petition the State Employment Relations Board (SERB) for inclusion of the new classification within the bargaining unit.

**ARTICLE 2**  
**DUES CHECK-OFF AND UNION SECURITY**

**Section 1.** The Employer agrees to deduct Union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deduction shall be made in equal amounts, once monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted, shall be transmitted to the AFSCME Ohio Council 8 headquarters office, 6800 North High, Worthington, Ohio 43085-2512, no later than the tenth (10<sup>th</sup>) day following the end of the pay period in which the deduction is made. A copy of the alphabetical list of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

**Section 2.** All bargaining unit employees who are members of the Union on the effective date of this Agreement, and all present and future employees who become members of the Union by submitting a signed dues deduction authorization to the Employer, shall continue to remain members of the Union for the term of this Agreement without revocation.

**Section 3. Fair Share Fee.** All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Employer's responsibility to deduct such fair share fees is contingent upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

**Section 4.** The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this article.

**Section 5.** The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office with a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every six (6) months thereafter.

**Section 6.** The County Auditor shall be relieved from making dues deduction upon an 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 approved unpaid leave of absence; or (e) written revocation of the dues deduction authorization under Section 6 of this article; or (f) upon termination of the Agreement.

**Section 7. PEOPLE Checkoff.** Provided that the Auditor is willing and has the capability to do so, the Employer will deduct voluntary contributions to the American Federation of State, County, and Municipal Employees International Union's Public Employees Organized to

Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of the employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

**Section 8.** The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office with a list of names and addresses of all bargaining unit employees in January of each year of this Agreement.

### **ARTICLE 3** **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate because of race, creed, sex, age, color, disability, national origin, or political belief, or for any reason which causes non-uniform application of Employer policies and procedures to each employee in the bargaining unit.

The Employer and the Union agree not to discriminate or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

### **ARTICLE 4** **UNION SECURITY**

**Section 1. Local Union Officials.** The Employer agrees to recognize the President of Local 2710 and one (1) steward and one (1) assistant steward for the purpose of conducting Union business pursuant to this article.

**Section 2. Union Business.** Union officials named in Section 1 and employee grievant(s) shall not lose straight-time pay for the processing and investigation of grievances pursuant to the grievance procedure of this Agreement. However, such Union official must obtain advance authorization of the Superintendent before conducting Union business and representation

activities. Employee representatives must also notify the supervisor in charge of the work area before beginning Union activities.

In addition to the business prescribed by Paragraph A of this section, the Local President shall be granted reasonable time off, without loss of pay, for other appropriate and necessary Union business which cannot be conducted after working hours (i.e., court, arbitration cases, meeting with Commissioners on insurance, etc.). The President shall also have time to meet with all new employees.

Any abuse of the Union business prescribed by this article shall be a proper subject of the monthly labor/management meetings. The Union agrees to take whatever action necessary to correct proven abuses of Union business; failure to do so may result in disciplinary action.

**Section 3. Staff Representatives.** International or Ohio Council 8 Union Staff Representatives, upon prior notice to the Employer, shall be permitted access to the Employer's premises for the purposes of attending labor/management meetings, grievance hearings, for enforcement of the collective bargaining agreement, and membership meetings.

**Section 4. Bulletin Boards.** The Employer agrees to provide a bulletin board in all buildings where employees work for use by the Union in posting notices and information to the Union membership.

**Section 5. Bargaining Committee.** The Employer agrees to recognize a Union negotiating committee for purposes of negotiating successor collective bargaining agreements, the terms and conditions of which will be established by the ground rules agreed upon for each set of contract negotiations.

**Section 6.** The Union President or his designee shall have three (3) days of unpaid leave to attend any Ohio Council 8 conventions annually.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

**Section 1. Presenting a Grievance.** A grievance under the terms of this Agreement is defined as a dispute or difference between the Employer and the Union or between the Employer and an employee or employees concerning the interpretation of, application of, or compliance with any provision of this Agreement, including any and all disciplinary actions, and when such grievances arise, the following procedure shall be observed.

**Step 1.** Any employee claiming a grievance may present it orally to his immediate supervisor with his steward within five (5) working days from the occurrence of the grievance. The supervisor shall give his answer to the employee within three (3) working days after presentation and discussion of the grievance. When a weekend and/or holiday occur within the three (3) day period of time, a corresponding number of days' extension is understood. If this does not resolve the grievance, it may be appealed to Step 2.

**Step 2.** Within five (5) working days of the Step 1 answer, the grievance may be appealed by the employee and his steward to the second level of supervision. The appeal shall be on a grievance form, in writing and signed by the employee and the steward.

The written grievance should include the nature of the grievance, the date the alleged grievance occurred, the sections of the Agreement alleged to have been violated, and the specific relief requested. If the nature of the grievance, the date the alleged grievance occurred, article and/or sections violated, and relief requested is missing on the grievance form, the supervisor will return the form for completion within two (2) working days. Within five (5) working days of the presentation of the grievance at Step 2, a meeting will be held between the steward, employee, and second level supervisor. The second level supervisor will give an answer in writing to the grievant and the steward within five (5) working days of the meeting. If this does not resolve the grievance, it may be appealed to Step 3.

**Step 3.** Within five (5) working days of the completion of Step 2, the grievance may be appealed in writing to the Employer's administrative head, or his designated representative, by the employee and steward. The grievance shall be discussed at a meeting consisting of the grievant, the Local Union President or the steward, and/or a Union Staff Representative and no more than three (3) representatives of the Employer. The meeting will be held within five (5) working days from the date the grievance was received at Step 3 by the Employer. A decision will be given in writing by the administrative head or his designated representative within seven (7) working days of the Step 3 meeting.

**Grievance Mediation.** The parties may agree to use Mediation under the State Employment Relations Board (SERB) Rules.

**Step 4. Arbitration.** If the Union is not satisfied with the Step 3 grievance response, it may be appealed by the Union to arbitration, within twenty (20) working days following the Step 3 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to be mailed to the Employer and the Union for selection of one (1) arbitrator to hear the case. The selection of an arbitrator shall be in accordance with the rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) and shall be made within fourteen (14) working days after receipt of the arbitrator's list. The first strike of names on the first list shall be decided by a coin toss. The parties will alternate first strikes from case to case.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

The decision of the arbitrator will be final and binding upon the Employer, the Union, and the grievant(s).

Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

Employee witnesses, grievant(s), and the Union officials (President and Steward) shall not lose straight-time pay for attendance at arbitration hearings.

**Section 2.** Any time limit set forth in this grievance procedure may be extended only by mutual agreement. Verbal mutual agreement will be followed by a written confirmation.

**Section 3.** A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing. Any remaining arbitration fees and costs after withdrawal shall be borne by the Union or the Employer, whichever party withdraws the grievance from arbitration. The parties shall equally share all costs for the arbitration hearing.

**Section 4.** A grievance involving suspension and/or termination shall be filed directly at Step 3 of the grievance procedure.

## **ARTICLE 6** **PROBATIONARY PERIOD**

The probationary period of all newly hired employees shall be one hundred eighty (180) calendar days. A probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire.

During or at the end of the probationary period, the Employer shall have the right to terminate the probationary employee for any reason without having to establish just cause and such termination shall not be subject to appeal through the grievance procedure of this Agreement. During the probationary period, all of the provisions of this Agreement are applicable to the extent they apply to probationary employees.

## **ARTICLE 7** **SENIORITY**

**Section 1.** The type of seniority as established under this Agreement is bargaining unit seniority. Bargaining unit seniority is the employee's total length of continuous service with the Employer from his most recent date of hire into the bargaining unit.

**Section 2.** An employee's seniority shall terminate:

1. if the employee quits;
2. if the employee retires;
3. if an employee is discharged and not reinstated;
4. if the employee is laid off for a period of more than eighteen (18) consecutive months;

5. if the employee fails to appear for work for three (3) consecutive days on which he was scheduled to work without contacting the person designated by the Engineer, unless reasonable cause satisfactory to the Engineer is proven.

**Section 3.** An employee who accepts a non-bargaining unit position with the Employer shall not accrue bargaining unit seniority in that position and shall forfeit all previously accumulated bargaining unit seniority one (1) year after accepting the position, except for:

1. layoff which shall be total seniority minus the total time outside the bargaining unit;
2. vacation and sick leave accrual shall be total civil service time;
3. longevity pay which shall be total continuous service time with the County Engineer's Department.

**Section 4.** The Employer shall continue to make an effort to award every day assignments by seniority.

## **ARTICLE 8**

### **JOB POSTING/BIDDING AND TRANSFER PROCEDURE**

**Section 1.** Whenever the Engineer determines to fill a vacancy, notice of such vacancy shall be posted at all work locations and a copy given to the Union President. A notice of vacancy shall include the classification, location of the job, shift, wage rates, hours of work, duties and qualifications. Vacancies will be posted for a period of five (5) work days. Employees must bid for vacancies within one (1) day after the last day of bidding. The most senior bargaining unit employee bidding shall be awarded the vacancy. Nothing herein shall restrict the right of the Employer to fill any vacancy from outside the bargaining unit if it is first bid internally.

**Section 2.** A vacancy is defined as an opening in a particular classification where the Employer has created a new classification within the bargaining unit or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge, or other termination of employment.

**Section 3.** The Employer will make every effort to promote senior employees. An employee who is awarded a promotional or primary equipment vacancy will be given a sixty (60) work day trial period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the sixty-first (61<sup>st</sup>) work day in the position and the vacant position will then be reposted for bid, if it is to be filled.

Employees who transfer to a higher rated classification shall receive the higher rate of pay. Employees who are involuntarily transferred to a lower-rated classification shall retain the rate of pay of their regular classification.

In reference to the sixty (60) day probationary period above, the probation starts once the employee starts the particular job duties in that classification on a regular full-time basis.

**Section 4.** Any employee's position which is temporarily open due to vacations, leaves of absence, sick leave, disability, or similar conditions shall be filled at the discretion of the Engineer without regard to this job bidding procedure.

**Section 5.** An employee shall be eligible for promotion after he has completed his probationary period.

**Section 6.** Assignments to equipment as the primary operator of the subject equipment will be bid on a bargaining unit seniority basis. The successful bidder will be assigned to operate the subject equipment, unless there are extenuating circumstances, whenever the Engineer determines the equipment is to be operated. The successful bidder will be classified as an operator. Equipment to be bid in this manner is:

Weedmower  
Grader  
Roller  
Backhoe

or other equipment which the Engineer determines to be bid.

The successful bidder may be trained for up to thirty (30) work days and then have a sixty (60) day probationary period. The training period will terminate upon satisfactory completion as determined by the Engineer if the operator completes training required sooner than the thirty (30) work days. An employee shall not be paid the rate in the higher classification during the training period.

## **ARTICLE 9** **LAYOFF AND RECALL**

**Section 1. Notice of Reduction.** The Employer will notify the Union and all affected bargaining unit employees at least twenty-one (21) calendar days in advance of its intent to reduce the work force, in the event of layoff, 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:

1. All of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees shall, and in that order, be terminated or laid off as the case may be.
2. 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) the classification of layoff, (2) any similarly rated classification in the bargaining unit or (3) 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 ten (10) calendar days after the 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. Recall Rights.** Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their classification seniority (most classification seniority recalled first) or (2) thereafter occur in other similarly or lower rated classifications within the Employer's bargaining unit work force for which the recalled employee is qualified to perform the work in order of their bargaining unit seniority (most senior recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of eighteen (18) calendar months from their effective date of displacement.

**Section 5. Retention.** Employees who exercise bumping rights within classification or to similarly rated classification will retain their rate of pay and wage step. Employees who bump into a lower rated classification will be paid at the same wage step level of the classification into which he bumps as he held in his former classification.

**Section 6. Recall Notice.** Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within ten (10) 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 day of employment, to all wages and other severance pay provided by this Agreement which are due to such employee.

## ARTICLE 10 HOURS OF WORK AND OVERTIME

**Section 1.** The regular scheduled work week for permanent, full-time employees shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) consecutive hours per

day, Monday through Friday, or as otherwise scheduled as of the effective date of this Agreement.

**Section 2.** All employees shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours in active pay status which exceed eight (8) hours in one work day or forty (40) hours in one work week.

**Section 3.** The normal work shift shall begin at 7:00 a.m. and end at 3:30 p.m., with a one-half (1/2) hour unpaid lunch period. The Engineer reserves the right to change the start of the work shift by one (1) hour provided he first meets with Union representatives. Any other proposed change in schedule shall not be implemented unless approved by a majority vote of Union members.

**Section 4.** The parties agree to meet by March 15 of each year to discuss four (4) ten (10) hour days starting with the Monday following Memorial Day and going through the Friday prior to Labor Day (or any other mutually agreeable time frame) of each year if approved by a majority of the bargaining members.

Employees will be given one (1) week advance notice of a change in the work schedule.

## **ARTICLE 11** **EQUALIZATION OF OVERTIME**

**Section 1.** The Employer will rotate overtime opportunities among employees in an effort to equalize overtime opportunities within the same classification. The Employer agrees to post and maintain overtime rosters, which shall be made available to the steward upon request. All new employees will be immediately credited with overtime hours equal to the employee with the most aggregate hours. Said rosters shall be posted and will include a list of overtime hours worked and refused with overtime awarded to the employee on the roster who has the fewest aggregate hours worked and refused.

An employee who is offered but refuses overtime assignments shall be credited as if they had worked the overtime for purposes of equalization. When overtime is determined necessary, it shall be first offered to the qualified employee within the classification who has the least amount of overtime worked or refused. If it is determined that an employee has not been given his overtime opportunity, it will be the sole obligation of the Employer to give preference to such employee in future overtime assignment to correct the imbalance of opportunity. In the event that no employee accepts an offered overtime opportunity, the Employer will order out the least senior qualified employee(s).

## **ARTICLE 12** **DISCIPLINE/PERSONNEL FILES**

**Section 1.** The tenure of every employee of the Engineer shall be during good behavior and efficient service and no employee shall be reduced in pay or position, suspended or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct,

insubordination, discourteous treatment of the public, neglect of duty, violation of any section of the Ohio Revised Code or Engineer's policy, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office.

**Section 2.** Disciplinary action shall be only for just cause and shall generally be applied in a progressive manner commencing with a verbal reprimand, suspension(s) without pay, and discharge from employment. However, the severity of discipline may be increased or decreased on a case-by-case basis depending upon the nature and seriousness of the offense and the employee's past record of discipline and performance. It is also recognized and understood that certain offenses are serious enough to warrant discharge without regard to previous reprimands or discipline.

Whenever the Employer determines that an employee may be subject to a disciplinary suspension, termination, or other discipline which would result in a loss of pay, a predisciplinary hearing shall be scheduled by the Employer. The affected employee and Union shall be notified in writing of the date, time, and place of the hearing at least forty-eight (48) hours in advance and advised as to the nature of the charge(s). A Union representative may represent and accompany the employee at the hearing if so requested.

The predisciplinary hearing will be held by the Engineer or his designated representative. The employee may waive his right to a hearing in writing. In the event of an absence for bona-fide medical reasons, the hearing will still be held and the employee may submit an affidavit in support of his or her position. Absences for medical reasons shall not be considered a waiver of appeal rights.

The Engineer/designee shall then explain to the employee the nature of the charge(s) and ask the employee to respond. The employee or Union representative may then present any further testimony, witnesses, or documents which would explain and/or justify and/or rebut the employee's alleged conduct. The Engineer or his designee and the employee or his Union representative may question the responses/statements of either party's witnesses. Any employee may waive the predisciplinary hearing.

**Section 3.** Written reprimands and/or suspensions of three (3) days or less will cease to have any force and effect and will be removed from the employee's personnel files twelve (12) months after the effective date of the reprimand or suspension providing there are no intervening reprimands or suspensions during the twelve (12) month period.

**Section 4.** Any employee who has been disciplined by suspension for more than three (3) days, or discharged, will be given a written statement describing the reason or reasons for which he has been suspended or discharged. Suspension of more than three (3) days will cease to have any force and effect and will be removed from the employee's personnel files twelve (12) months after the effective date of the suspension provided there is no intervening discipline during the twelve (12) month period.

**Section 5.** Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

**Section 6.** Any grievance concerning suspension and/or discharge shall be appealed directly to Step 3 of the grievance procedure.

**Section 7.** It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. However, to the extent that any records, papers, or other documents covering members of the Union are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time upon request. If any member is involved in a grievance, regarding which matters in his personnel file may be material, a Union officer or other Union representative will also be granted access to the member's personnel file at reasonable times where such access is authorized, in advance, by the employee member.

**Section 8.** For the duration of this Agreement, and any extensions thereof, if a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Engineer or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Engineer or his or her representative sustains such allegation, he or she may do one of the following:

- A. The member's memorandum may be attached to the material in question and filed, and the Engineer or his or her representative shall note thereon his or her concurrence; or
- B. The Engineer or his or her representative may remove the inaccurate material from the personnel file.

### **ARTICLE 13** **LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor management relations, the parties may arrange to meet upon request of either party for the purpose of discussing those matters as outlined in Section 2 below. Such meeting shall be between not more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. This meeting may also be attended by a representative of the Council and/or representative of the International Union.

**Section 2.** The parties shall exchange written agenda of matters to be discussed at least three (3) working days in advance of the scheduled meeting.

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss grievances when mutually agreed by the parties;

- D. Discuss ways to improve efficiency;
- E. Consider health and safety issues;
- F. Give the Union the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.

**ARTICLE 14**  
**CONTRACTING/SUB-CONTRACTING**

**Section 1.** The parties recognize that the Employer may contract out or subcontract work out, but only in cases where specialized, professional, or technical services are required and where present employees do not possess the skills in sufficient number to perform the required work, or the schedule for the completion of the project cannot be met with existing personnel, the Engineer does not have the required/proper equipment, or the Engineer cannot produce the work as economically with its own personnel.

**Section 2.** In the event of such contracting out or subcontracting, no employee shall be laid off or take a reduction in pay as a direct result thereof. The Employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining unit employees will be contracted or subcontract out.

**Section 3.** The Morgan County Engineer shall comply with the Force Account Law.

**ARTICLE 15**  
**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 member of the bargaining unit, either individually or collectively, engages in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall denounce such violation, disclaim approval, and order all participants to return to work within eight (8) hours. Should the employees fail to return to work within eight (8) hours or the Union fail to denounce and disclaim approval of such violation, the Employer shall have the option of canceling any article, section, or sub-section 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 16**  
**MANAGEMENT RIGHTS**

**Section 1.** The Employer possesses sole right to operate the agency and all management rights repose in it. The Employer's exclusive right shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion such as the functions and programs of the public employer, standards of services, overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause of layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

**Section 2.** The exercise of these duties and responsibilities by the Engineer and the adoption of such policies, regulations, and rules as are deemed necessary shall be limited only by the specific and express terms of this Agreement.

**ARTICLE 17**  
**LEAVES OF ABSENCE**

**Section 1. Personal Leave.** Any employee who has completed one (1) year's continuous service with the Employer may apply for leave of absence for personal reasons not to exceed six (6) months. If such leave is requested, it shall be applied for and if granted shall be in writing. In no case shall employees accept outside employment when on leave of absence pursuant to this article.

**Section 2. Medical Leave.** Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence for illness, injury, or pregnancy-related condition for a period not to exceed six (6) months. If requested, the employee

shall furnish satisfactory medical proof of his inability to perform the essential functions of the position. The Employer will continue the insurance coverage from the date of the employee's injury or illness for a period not to exceed six (6) months.

A disability leave shall be granted if disabling illness continues beyond the leave of absence for a period not to exceed two (2) years. In such event, the certificate of the employee's physician shall satisfy medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability leave.

### **Section 3.**

- A. **Union Leave.** The Union may request a leave of absence not to exceed seven (7) days for no more than three (3) employees during any one calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union.
- B. An employee with one (1) year of service who accepts a full-time assignment with the International Union or the Council, by election, appointment, or hire, shall be granted a leave of absence not to exceed one (1) year for said assignment. Upon application, in writing, said leave shall be extended for an equal period of time.

**Section 4. Military Leave.** Bargaining unit members will receive paid military leave as required by ORC 5923.05.

**Section 5. Funeral Leave.** Bargaining unit employees shall be granted up to three (3) days leave with pay for death in the immediate family, and one (1) day for death of grandparents.

Immediate family, for this purpose only, shall be defined as mother, father, sister, brother, spouse, any child, mother-in-law, father-in-law, stepchild, brother-in-law, and sister-in-law.

Said leave will not be charged to any other earned leaves.

Additional time off without pay, or leave chargeable to sick leave, may be arranged at the discretion of the Employer.

### **Section 6. Family Medical Leave**

- A. An employee who is eligible may request Family and Medical Leave (FML) in accordance with the policy in effect at the time such leave is requested.
- B. The combined period of leave including FML and unpaid leave shall not exceed six (6) months. The Employer shall continue health insurance coverage during this period provided the employee submits his/her monthly contribution as required.

An employee, in lieu of a leave of absence, who suffers a non-work-related injury or pregnancy-related condition may continue to work upon the Employer receiving proper medical documentation that the employee is able to perform the essential functions of his/her position.

**Section 7.** All leaves specified in this article shall be without pay, except as provided herein, and without loss of seniority.

**Section 8.** The Employer reserves the right to have an employee examined by a physician chosen by the Employer before permitting an employee to return to work or to continue working after an extended illness, injury, or disability. If the employee's physician and the Employer's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the Employer may be sought. If the parties cannot agree on a third physician, the employee's physician and the Employer's chosen physician will be asked to seek a consulting specialist's opinion. If the two physicians state the employee is able to return to work, the employee shall be immediately returned to work.

Whenever the Employer requires an employee to be examined by a physician, the costs of the physician services will be borne by the Employer and employees shall not be charged with sick leave or vacation leave, but shall not lose pay for the time necessary for the physician appointment.

**Section 9.** Any employee who is required to serve on a municipal, county, or federal jury, or grand jury, shall be paid the difference between the amount paid for such service and his regular rate. Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty. When an employee is released from jury duty prior to the end of his scheduled work day, he shall report to work for his remaining scheduled hours provided three (3) or more hours of the shift remain after reasonable travel time.

**Section 10.** Time off without pay will be provided for any member participating in a military funeral, or any emergency situation, i.e., fire, squad run.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

**Section 1.** Safety should be a concern of both the Employer and the employee. The Employer agrees to maintain all buildings, facilities, vehicles and equipment owned and operated by the Employer in a safe and healthful manner. The employees should accept the responsibility to maintain tools, equipment and work area in a safe and proper manner and to accept the responsibility to follow all safety rules of OSHA and safe working methods of the Employer.

**Section 2.** The Employer shall provide flagmen for roadwork as needed for safety.

**Section 3.** All new trucks and equipment will have air conditioning.

**Section 4.** When call-out for overtime assignments, two (2) bargaining unit employees shall be called out.

**ARTICLE 19**  
**SICK LEAVE**

**Section 1. Accumulation.** All bargaining unit employees will be entitled to four and six tenths (4.6) hours of paid sick leave for each eighty (80) hours in pay status, one hundred twenty (120) hours annually. Accrued and unused sick leave of an employee shall accumulate without limit.

**Section 2. Usage.** Upon approval of the Employer, sick leave may be used by an employee for the following purposes:

- A. Illness or injury or pregnancy-related conditions of the employee or a member of the employee's immediate family;
- B. Exposure of an employee to a contagious disease;
- C. Any and all medical, psychological, dental or optical examinations of an employee or a member of the employee's immediate family by an appropriate practitioner;
- D. Death of a member of an employee's immediate family as defined by Article 17, Section 5, of this Agreement, but not to exceed three (3) days.

**Section 3. Sick Leave Transfer.** Any employee who transfers to the Employer from another public agency shall be credited with the unused balance of his accumulated sick leave, up to a maximum of forty (40) hours. Such transferred balance is not eligible for conversion as described below.

**Section 4. Leave Conversion Options.** Employees may select from either of the two (2) options set forth below for the conversion of unused accumulated paid leave. Once an election is made to utilize one (1) option, the employee may not withdraw the election nor participate in the other conversion program.

- 1. An employee with ten (10) years of service with the Employer who retires under PERS shall receive a payment equal to fifty percent (50%) of his accumulated unused sick leave, not to exceed two hundred forty (240) hours maximum.
- 2. An employee with twenty (20) years of service and having seven hundred twenty (720) hours of combined accumulated unused sick and/or vacation leave may elect to cash out up to a maximum of two hundred forty (240) hours of such time during any three (3) years leading up to retirement. The maximum amount of combined sick and vacation leave that may be cashed out in any single year is two hundred forty (240) hours and the total conversion under this option shall not exceed seven hundred twenty (720) hours.

**Section 5. Documentation.** Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the

illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee/member of his immediate family was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for five (5) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

**Section 6. Employer Required Examination.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. An employee who attends an Employer ordered examination shall not suffer any lost time for attending said examination.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

**Section 7.** In the case of an employee's death, while employed by the Employer, the severance payment pursuant to Section 4 of this article shall be paid to the employee's designated beneficiary or to his estate.

**Section 8.** The Engineer maintains the right to control employee attendance and absenteeism.

**Section 9.** 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 except in emergency situations.

## **ARTICLE 20** **HOLIDAYS**

**Section 1.** Bargaining unit employees shall be entitled to the following paid holidays:

|                        |                           |
|------------------------|---------------------------|
| New Year's Day         | First Day of January      |
| Martin Luther King Day | Third Monday in January   |
| Presidents' Day        | Third Monday in February  |
| Memorial Day           |                           |
| Independence Day       | Fourth of July            |
| Friday of Fair Week    |                           |
| Labor Day              | First Monday in September |
| Columbus Day           | Second Monday in October  |
| Veterans' Day          | Eleventh Day of November  |

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Employee's Choice Day

Fourth Thursday in November  
Fourth Friday in November  
Twenty-fourth Day of December  
Twenty-fifth Day of December  
Two additional personal days

**Section 2.** In addition to the above holidays, employees shall be entitled to a paid holiday on any holiday appointed and recommended by the Governor of this state or the President of the United States.

**Section 3.** Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.

**Section 4.** Employees shall be eligible for eight (8) hours of pay for each holiday regardless of work shift and work schedule.

**Section 5.** All employees shall be scheduled off on all days observed as a holiday except those scheduled for vital service work as determined by the Employer.

**Section 6.** All employees who work on a day observed as a holiday shall receive eight (8) hours holiday pay, and in addition, shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked on the holiday.

**Section 7.** If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.

## **ARTICLE 21** **VACATION**

**Section 1. Eligibility.** Vacation eligibility is based on years of continuous full-time service with the Employer. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer.

**Section 2. Entitlement.** All employees will be entitled to annual vacation leave with pay as follows:

### Years of Service

### Vacation Allowance

One (1) year or more but  
less than seven (7) years

Eighty (80) hours

Seven (7) years but less  
than fourteen (14) years

One Hundred Twenty (120) hours

Fourteen (14) years but less than twenty-one (21) years

One Hundred Sixty (160) hours

Twenty-one (21) years or more

Two Hundred (200) hours

**Section 3.** All requests for vacation leave are subject to the operational needs of the Employer and no request will be unreasonably denied. Vacation leave may be taken by an employee in any amount of days or minimums of one (1) hour within the limits of Section 1 above during anytime in a calendar year. From December 1 to December 15 of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of bargaining unit seniority as described in Article 7.

From December 16 to January 2, no vacation requests for the coming year will be accepted. The Employer shall approve or deny the employee's requested vacation by January 2. After January 2, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit requests for the same day, at the same time, bargaining unit seniority will prevail.

**Section 4. Minimum Notice.** Employees must request vacation at least one (1) day, twenty-four (24) hours, for one (1) to three (3) days of vacation and at least three (3) days, seventy-two (72) hours, for four (4) or more days of vacation, in advance. Vacation days or increments of a minimum of one (1) hour may be granted to employees without prior notice in cases of extreme emergency.

**Section 5.** Employees may carry leave balances in excess of three (3) years accrual until the end of the calendar year in which the employee goes over the three (3) year accumulation limit. If the employee does not use the overage before the end of the calendar year, the overage will be lost.

**Section 6.** Upon any separation of employment, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation, unless the employee has elected to participate in the leave conversion program outlined in Article 19, Section 4 (2).

## **ARTICLE 22** **INSURANCE**

**Section 1.** The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance that the County Commissioners make available to the other AFSCME units. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s).

**Section 2. Contribution Rates.** The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage. Eligible employees may elect coverage as offered (e.g., single, family, two-party, etc.). Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 3.** The AFSCME Care Plan prescription drug plan at \$15.00 per month, per employee, shall be paid by the Employer.

**Section 4. Insurance Committee.** The Union agrees that the Board of Commissioners may create and maintain a County insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. Local 2710 shall have one representative on the insurance committee. Recommendations of the committee regarding plan and benefit changes shall be made majority vote, and the parties agree to be bound by those recommendations.

**Section 5. Committee Recommendations.** In the event that the Board of County Commissioners departs from the recommendation of the Committee, the Employer agrees, upon request of the Union, to reopen negotiations of Article 24 as to the economic effects of the Board's decision of the insurance package.

## **ARTICLE 23**

### **CALL-IN/REPORTING/STAND-BY PAY**

#### **Section 1. Call-In Pay.**

- A. An employee who is called in to work at a time when he is not regularly scheduled and who does report for work at the time requested shall be provided with at least three (3) hours of work in his regular classification, or, if such work is not available, he shall be assigned to other work for which he is qualified at his regular rate of pay. If sufficient work is not available, he shall be released from duty and shall receive a total of at least three (3) hours of pay at the applicable rate.
- B. If an employee is called in early on a day he is normally scheduled, he shall be paid at least three (3) hours or the number of hours up to the starting time of his shift at the applicable rate.

## **ARTICLE 24**

### **WAGES**

**Section 1.** Effective with the signing of this Agreement, bargaining unit members will receive pay increases and advance based on years of experience in the respective classification in accordance with the schedule attached as Appendix "A." An employee receiving a promotion

from a lower to a higher classification will be placed at the lowest step within the step system so that there is an increase in the hourly wage.

**Section 2. Longevity.** All full-time permanent bargaining unit employees of the Morgan County Highway Department shall be entitled to longevity pay as follows. Eligibility payments will be based on continuous service with the Morgan County Highway Department and counted from last date of hire:

| <u>Years of Continuous Service</u>    | <u>Payment</u>         |
|---------------------------------------|------------------------|
| Over 7 years, but less than 14 years  | \$10.00 per pay period |
| Over 14 years, but less than 21 years | \$20.00 per pay period |
| Over 21 years                         | \$30.00 per pay period |

## **ARTICLE 25**

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

**Section 1.** In cases of emergency publicly declared in the media by the President of the United States, the Governor of the State of Ohio, the Board of Morgan County Commissioners, the federal or state legislature, or such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (grievance[s]) had properly progressed.

## **ARTICLE 26**

### **WORK RULES**

**Section 1.** The Engineer reserves the right to promulgate reasonable rules, regulations, and procedures to carry out the functions of the Engineer's Department. The Engineer shall meet with the employees' representatives to consider and discuss proposed work rules and policies prior to their implementation.

**Section 2.** The Engineer shall provide copies of all written work rules to the Union and Ohio Council 8 Athens Office. The Union reserves the right to grieve any work rules to the extent that they conflict with this Agreement.

**Section 3.** Work rules, policies, and procedures shall be applied uniformly to each employee in the bargaining unit under similar circumstances.

**ARTICLE 27**  
**SAVINGS CLAUSE**

If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect.

The parties agree to immediately re-open negotiations for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

**ARTICLE 28**  
**COMMERCIAL DRIVER'S LICENSE (CDL)**

**Section 1.** In the event that the minimum requirements and qualifications of a classification are changed by external law, it shall be the sole responsibility of the employee to meet such state and/or federal law. Employees who make diligent and reasonable attempts to maintain the minimum requirements and qualifications of their classification shall not lose their employment with the Department but will be subject to reduction in position to a classification for which they are qualified at the rate of pay of that classification. The Engineer shall also make reasonable attempts to assist the employee in maintaining the requirements and qualifications of their position.

**Section 2.** Operators, mechanics, mechanic/welder, truck driver, and Labor 1 and 2 classifications are required to have a Commercial Driver's License under such rules, regulations, and requirements prescribed by law.

**Section 3.** The Employer shall pay for all CDLs and renewals.

**ARTICLE 29**  
**UNIFORM/SHOE/EQUIPMENT**

**Section 1.** Employees who request uniforms will be provided clean rental uniforms.

The Mechanics and Welder shall be reimbursed up to \$400.00 per calendar year for work shoes or tools.

**Section 2.** The County shall provide one (1) hard hat for each bargaining unit employee.

**Section 3.** In the event the Engineer requires employees to wear work shoes to perform the duties of their position, he shall reimburse employees up to eighty-five dollars (\$85.00) per year. To receive payment under this section, an employee must provide appropriate documentation to the Engineer.

**ARTICLE 30**  
**BARGAINING UNIT APPLICATION OF CIVIL SERVICE**

**Section 1.** In accordance with Section 4117.10(A) of the Ohio Revised Code (ORC), the following articles and/or sections thereof, as provided within this agreement, specifically supersede and prevail over those corresponding subjects addressed in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 325.19, 4111.03, and Rules and Regulations contained on the Ohio Administrative Code (OAC).

**Contract Article**

**Statute/Regulation Preempted**

Article 5, Grievance Procedure  
Article 6, Probationary Period  
Article 7, Seniority

ORC 124.34  
ORC 124.27  
ORC 9.44; ORC 124.321-  
124.328; ORC 124.32

Article 10, Hours of Work & Overtime  
Article 12, Discipline/Personnel Files  
Article 17, Leaves of Absence  
Article 19, Sick Leave  
Article 20, Holidays  
Article 21, Vacation

ORC 4111.03  
ORC 124.34  
ORC 5923.05  
ORC 124.38; ORC 124.39  
ORC 325.19  
ORC 9.44; ORC 325.19

**Section 2.** It is understood that Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

**Section 3.** It is expressly understood that the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction related to bargaining unit employees and matters covered by this article.

**ARTICLE 31**  
**DURATION**

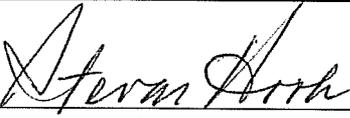
**Section 1.** This Agreement shall be effective December 18, 2011, and shall remain in full force and effect until 12:00 midnight, December 17, 2014, unless one party gives written notice to the other party of their desire to modify, amend or terminate this Agreement.

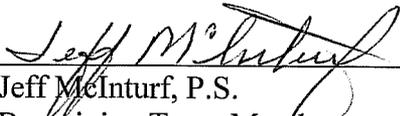
Written notice of such intent shall be given no earlier than one hundred and fifty (150) calendar days prior to the expiration date nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within thirty (30) days upon receiving notice of intent.

**SIGNATURE PAGE**

Agreed to this day of December 16, 2011.

**For the Morgan County Engineer**

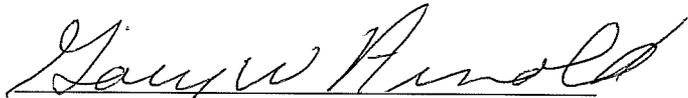
  
\_\_\_\_\_  
Stevan Hook P.E., P.S.  
Morgan County Engineer

  
\_\_\_\_\_  
Jeff McInturf, P.S.  
Bargaining Team Member

**Approved as to Form**

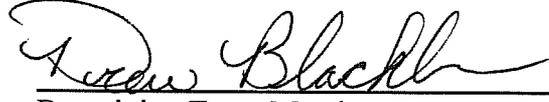
  
\_\_\_\_\_  
Morgan County Prosecutor's Office

**For AFSCME Local #2710**

  
\_\_\_\_\_  
Gary Arnold  
AFSCME Staff Representative

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

**APPENDIX A**

**Morgan County Engineer & AFSCME**

**Appendix A-2 Wage Schedule for Dec. 2011 (-\$0.07/hr + \$0.45/hr General Increase)**

| <u>Classification</u> | <u>Step 1</u>    |            | <u>Step 2</u> |                  |
|-----------------------|------------------|------------|---------------|------------------|
|                       | <u>2011 Rate</u> | <u>80%</u> | <u>90%</u>    | <u>2012 Rate</u> |
| Janitor/Time Keeper   | \$16.94          | \$13.86    | \$15.59       | \$17.32          |
| Laborer I             | \$15.94          | \$13.06    | \$14.69       | \$16.32          |
| Laborer II            | \$17.03          | \$13.93    | \$15.67       | \$17.41          |
| Truck Driver II       | \$19.60          | \$15.98    | \$17.98       | \$19.98          |
| Operator II           | \$19.86          | \$16.19    | \$18.22       | \$20.24          |
| Mechanic              | \$19.96          | \$16.27    | \$18.31       | \$20.34          |
| Mechanic/Welder       | \$19.96          | \$16.27    | \$18.31       | \$20.34          |

Step One (1) = Rate of Pay from hire to 1<sup>st</sup> year anniversary date

Step Two (2) = Rate of Pay after one (1) year continuous service

Full Rate after two (2) years of continuous service

\*An employee receiving a promotion in grade within a classification will be placed at the lowest step in the grade to which he is promoted so that there is an increase.

Upon mutual execution of the collective bargaining agreement, the Engineer agrees to pay each employee of the AFSCME Local 2710 a Christmas bonus of \$500.00 in the first paycheck following December 1 in the years 2011, 2012, 2013.

**APPENDIX A**

**Morgan County Engineer & AFSCME**

**Appendix A-2 Wage Schedule for Dec. 2012 (\$0.06/hr + \$0.45/hr General Increase)**

| <u>Classification</u> | <u>Step 1</u>              |            | <u>Step 2</u> |                            |
|-----------------------|----------------------------|------------|---------------|----------------------------|
|                       | <u>2012</u><br><u>Rate</u> | <u>80%</u> | <u>90%</u>    | <u>2013</u><br><u>Rate</u> |
| Janitor/Time Keeper   | \$17.32                    | \$14.26    | \$16.05       | \$17.83                    |
| Laborer I             | \$16.32                    | \$13.46    | \$15.15       | \$16.83                    |
| Laborer II            | \$17.41                    | \$14.34    | \$16.13       | \$17.92                    |
| Truck Driver II       | \$19.98                    | \$16.39    | \$18.44       | \$20.49                    |
| Operator II           | \$20.24                    | \$16.60    | \$18.68       | \$20.75                    |
| Mechanic              | \$20.34                    | \$16.68    | \$18.77       | \$20.85                    |
| Mechanic/Welder       | \$20.34                    | \$16.68    | \$18.77       | \$20.85                    |

Step One (1) = Rate of Pay from hire to 1<sup>st</sup> year anniversary date

Step Two (2) = Rate of Pay after one (1) year continuous service

Full Rate after two (2) years of continuous service

\*An employee receiving a promotion in grade within a classification will be placed at the lowest step in the grade to which he is promoted so that there is an increase.

If the insurance premiums increase/decrease from the projected ten percent (10%) increase levels of \$0.06 in year two and \$0.07 in year three of the contract, the Employer will increase/decrease the \$/hour accordingly so that no employee shall have any loss of pay due to premium increase/decrease.

**APPENDIX A**

**Morgan County Engineer & AFSCME**

**Appendix A-2 Wage Schedule for Dec. 2013 (\$0.07/hr + \$0.45/hr General Increase)**

| <u>Classification</u> | <u>Step 1</u>              |            | <u>Step 2</u> |                            |
|-----------------------|----------------------------|------------|---------------|----------------------------|
|                       | <u>2013</u><br><u>Rate</u> | <u>80%</u> | <u>90%</u>    | <u>2014</u><br><u>Rate</u> |
| Janitor/Time Keeper   | \$17.83                    | \$14.68    | \$16.52       | \$18.35                    |
| Laborer I             | \$16.83                    | \$13.88    | \$15.62       | \$17.35                    |
| Laborer II            | \$17.92                    | \$14.75    | \$16.60       | \$18.44                    |
| Truck Driver II       | \$20.49                    | \$16.81    | \$18.91       | \$21.01                    |
| Operator II           | \$20.75                    | \$17.02    | \$19.14       | \$21.27                    |
| Mechanic              | \$20.85                    | \$17.10    | \$19.23       | \$21.37                    |
| Mechanic/Welder       | \$20.85                    | \$17.10    | \$19.23       | \$21.37                    |

Step One (1) = Rate of Pay from hire to 1<sup>st</sup> year anniversary date

Step Two (2) = Rate of Pay after one (1) year continuous service

Full Rate after two (2) years of continuous service

\*An employee receiving a promotion in grade within a classification will be placed at the lowest step in the grade to which he is promoted so that there is an increase.

If the insurance premiums increase/decrease from the projected ten percent (10%) increase levels of \$0.06 in year two and \$0.07 in year three of the contract, the Employer will increase/decrease the \$/hour accordingly so that no employee shall have any loss of pay due to premium increase/decrease.

**APPENDIX B**

**SIDE LETTER**  
**INSURANCE COMMITTEE**

In the event that the Morgan County Commissioners create an Insurance Committee for the purpose of controlling cost, reviewing usage, and setting benefit levels, the representation make-up of the seven (7) member Morgan County Insurance Committee shall be as follows:

|                             |                                 |
|-----------------------------|---------------------------------|
| Morgan County Commissioners | 1 Representative                |
| AFSCME Unions (3 Locals)    | 3 Representatives (1 per local) |
| Non-Bargaining Employees    | 2 Representatives               |
| FOP Local                   | 1 Representative                |

**APPENDIX C**

**SIDE LETTER**  
**PART-TIME EMPLOYEES**

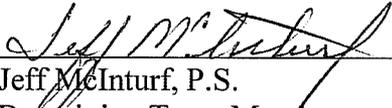
In the event that the Employer hires regular part-time employees in classifications represented by the Union, and provided that SERB has certified/certifies those employees as part of the bargaining unit, the Employer agrees to negotiate over rates of pay and benefit levels for regular part-time employees.

**SIGNATURE PAGE**

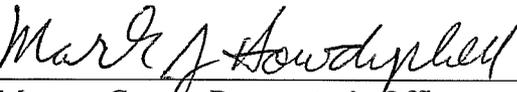
Agreed to this day of December 16, 2011.

**For the Morgan County Engineer**

  
\_\_\_\_\_  
Stevan Hook P.E., P.S.  
Morgan County Engineer

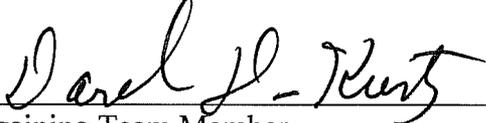
  
\_\_\_\_\_  
Jeff McInturf, P.S.  
Bargaining Team Member

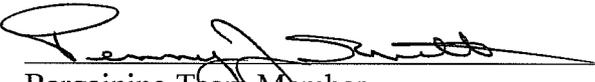
**Approved as to Form**

  
\_\_\_\_\_  
Morgan County Prosecutor's Office

**For AFSCME Local #2710**

  
\_\_\_\_\_  
Gary Arnold  
AFSCME Staff Representative

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member