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**AGREEMENT**  
**BETWEEN THE**  
**MONROE COUNTY ENGINEER**  
**AND**  
**AFSCME, OHIO COUNCIL 8, AFL-CIO**  
**LOCAL 3852**

**SERB Case #08-MED-04-0571**

**December 1, 2011 – November 30, 2014**

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## **PURPOSE**

**Section 1.** This agreement, entered into by the Monroe County Engineer, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, and Local 3852, hereinafter referred to as the "Union," has as its purpose to set forth the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees in the bargaining unit.

## **ARTICLE 1** **UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for:

- Included:** All employees of the Monroe County Engineer including Truck Driver, Laborer, Mechanic, Grader Operator, Equipment Operator, and Draftsman.
- Excluded:** All management level employees, professional employees, confidential employees, and supervisors as defined in the Act, and all seasonal and all casual employees as determined by the State Employment Relations Board, including Account Clerk (one [1] employee - confidential).

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas not modified by this agreement of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operations;

- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

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

### **ARTICLE 3**

#### **WORK RULES AND REGULATIONS**

**Section 1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or any representative capacity of the Employer and the conduct of the Employer's services and programs.

**Section 2.** Newly developed work rules, regulations, or present policies that contain significant change will be given to the Union ten (10) days prior to implementation.

**Section 3.** The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this agreement. The Union may ask to bargain over these changes by sending the Employer a letter. If the Union does not ask to bargain over the changes or new policies after the ten (10) days, the Employer may implement these policies or changes. If the parties cannot agree, then the Employer may implement the policies and the Union may file a grievance over the policies.

**Section 4.** The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this agreement.

**Section 5.** All work rules shall be applied uniformly to the applicable employees.

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The staff representatives shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing notice is given to the Employer. Upon arrival, the Union staff representatives shall identify themselves to the Employer or the Employer's designated representative.

**Section 2.** The Employer shall recognize two (2) employees to act as Union stewards for the purpose of processing grievances in accordance with the grievance procedure. No employee shall be recognized by the Employer as a Union steward until the Union has presented the Employer with written certification of that person's selection.

**Section 3.** The Union shall provide to the Employer an official roster of its staff representatives, and shall include the following:

1. Name;
2. Office Address;
3. Office Telephone Number;
4. Union office held.

**Section 4.** The writing of grievances shall be on non-duty time. The investigation of grievances may be conducted during normal work hours provided the employee obtains prior approval from his immediate supervisor and such time is reasonable, as determined by the Employer.

If a grievance hearing is scheduled during an employee's regular duty hours, and the employee desires the Union steward to be present at such hearing, neither shall suffer any loss of pay while attending the hearing. No adjustment of the employee's grievance shall be made unless the Union is in agreement.

**Section 5.** Rules governing the activity of Union representatives are as follows:

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

2. The Union stewards shall not conduct Union activities as provided herein without first notifying their immediate supervisor. Upon approval of such supervisor, the Union steward shall be allowed to leave his work area to conduct authorized Union activities. However, no request of the steward shall be unreasonably denied.

**Section 6.** The Employer shall provide the Local Union President and the staff representatives a list of Management's representatives within thirty (30) calendar days following the execution of the agreement.

**Section 7.** With the prior approval of the Engineer/designee, the Employer shall allow the Union to use the County Garage for its normal monthly Union meetings after regularly scheduled work hours, subject to the availability of space and work load requirements.

## **ARTICLE 5**

### **NON-DISCRIMINATION/GENDER**

**Section 1.** The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer/designee or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

**Section 2.** The Employer and the Union agree to follow all applicable federal and state laws barring discrimination against employees on the basis of race, color, age, religion, sex, national origin, and disability.

**Section 3.** 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.

## **ARTICLE 6**

### **PROBATION PERIODS**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred fifty (150) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. A newly hired probationary employee shall have no seniority rights until the completion of his probationary period.

Upon the successful completion of the probationary period, and/or any extension thereof, the employee shall be credited with seniority from the original date of hire.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall

begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

**Section 3.** Employees who have worked in a promoted position for more than ninety (90) calendar days shall serve a thirty (30) calendar day promotional probationary period.

## **ARTICLE 7**

### **DUES DEDUCTION**

**Section 1.** The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

**Section 2.** The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Any month in which there are three (3) pay dates, the third (3rd) pay will not have Union dues deducted. The signed payroll deduction form must be presented to the Employer by the employee through the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer 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. The funds shall be remitted to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512, as soon as possible in accordance with established procedures.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union prior to January of each year. A fourteen (14) calendar day advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** 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 obligation to pay the fair share fee shall commence either sixty-one (61) days following execution of this agreement, or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

**Section 9.** The Union warrants and guarantees that no provision of this article violates the laws or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

**Section 10.** The Employer will deduct bi-weekly 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. There will be no deduction on the third payroll of the month.

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 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 given 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 11.** There must be at least ten (10) employees signed up with the same amount to be deducted for the PEOPLE committee or the Auditor is under no obligation to make the deduction.

**ARTICLE 8**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that there shall be no interruption of services by the employees because of any work slowdown, strike, sympathy strike, or other concerted effort during the term of this agreement or any extensions thereof.

**Section 2.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of employees during the term of this agreement unless those employees have violated Section 1 of this article.

**Section 3.** Any employee who participates in or promotes such strike activities as previously outlined may be disciplined and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

**ARTICLE 9**  
**DISCIPLINARY PROCEDURES**

**Section 1.** No employee shall be disciplined except for just cause.

**Section 2.** Whenever the Employer determines that an employee will be suspended or terminated, the Employer will conduct a predisciplinary hearing. The Employer shall notify the employee and the local union officer in writing of the exact nature of the charges against the employee, and the date, time, and place of the hearing. The employee, if he desires, may be accompanied by a Union Steward or Local Union President during the predisciplinary hearing. Prior to the time of the hearing, the employee may waive his right to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond orally to the charges prior to the discipline being imposed, or may have the Union Representative present a response. An employee who is reduced in pay, suspended, or terminated may file a grievance at Step 2 of the grievance procedure.

**Section 3.** Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period: verbal and/or written reprimands: twelve (12) months; suspensions or discharge: twenty-four (24) months. The employee will be given a written statement describing the reason(s) for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension.

**Section 4.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 5.** In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure of Section 3 herein.

**Section 6.** Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

**Section 7.** An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record. Upon written authorization from the employee, the Engineer shall provide the Local Union President a copy of any suspension and/or discharge notice.

## **ARTICLE 10** **GRIEVANCE PROCEDURE**

It is the policy of the Employer to deal 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 contained herein.

**Section 1.** 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. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

**Section 2.** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee 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 each step to lapse without further appeal. Any grievance which is not submitted to the next step of the procedure within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure.

**Informal** Any employee claiming a grievance may present it orally to his immediate supervisor with his steward within five (5) work days from the occurrence of the grievance. The supervisor shall give his answer to the employee within five (5) work days after presentation and discussion of the grievance. If this does not resolve the grievance, it may be appealed to Step 1.

**Step 1** Within five (5) work days of the Informal Step, the grievance may be appealed by the employee and his steward to the Superintendent. The appeal shall be on a grievance form, Appendix A, in writing and signed by the employee and the steward.

The written grievance should include the nature of the grievance, the section of the agreement alleged to have been violated, and the specific relief requested. Within five (5) work days of the presentation of the grievance at Step 1, a meeting, if the Superintendent deems necessary, may be held between the steward, employee, and the Superintendent. The Superintendent will give an answer in writing to the grievant and the steward within five (5) work days of

the meeting. If this does not resolve the grievance, it may be appealed to Step 2.

### **Step 2**

Within five (5) work days of the completion of Step 1, the grievance may be appealed in writing to the Engineer 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 shall be scheduled within five (5) work days from the date the grievance was received at Step 2 by the Employer. Such meeting shall be held within ten (10) work days following the receipt of the grievance, subject to the availability of the affected parties. A decision shall be given in writing by the Engineer or his designated representative to the grievant within ten (10) work days of the Step 2 meeting.

### **Step 3**

**Arbitration.** In the event the Step 2 meeting and response is unable to resolve the grievance, it may be appealed by the Union to arbitration, within twenty (20) calendar days following the Step 2 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) to be mailed to the Employer or his designated representative and the Union for selection of one (1) arbitrator to hear the case. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Engineer's or designated representative's second step reply.

The party requesting the arbitration shall be the first to strike a name from the first arbitration case, then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The parties will alternate first strikes from each arbitration case. Prior to striking names, each party may reject the list and request another. Each party may only reject one (1) list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration

and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the time the employee had constructive knowledge of the event that gave rise to the grievance.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be borne by the moving party. All costs directly related to the services of the arbitrator shall be shared equally by the parties.

Expense of any non-employee witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 3.** Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who is to be included in such grievance shall have his name on the grievance. Employee witnesses, grievant, and Union officials shall not lose straight time pay for attendance at arbitration hearings. Such employee witnesses shall be scheduled to present relevant testimony in such hearings that cause a minimum disruption to the Employer's operations. Immediately upon concluding their testimony, said employee(s) shall return to their normal work duties and responsibilities.

**Section 4.** A grievance involving suspension and/or termination shall be filed directly at Step 2 of the Grievance Procedure.

**Section 5.** For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer/ designee when the Employer/designee is the responding party. Work days, as used in this article, shall not include Saturdays, Sundays, or holidays.

**Section 6.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 11** **SENIORITY**

**Section 1.** On the effective date of this agreement, all present employees will be credited with their present seniority. Seniority shall be recognized as follows.

Classification seniority shall be an employee's uninterrupted length of continuous service in his current classification, effective on the date of this agreement.

During the term of this agreement, employees who are awarded new/different positions, pursuant to Article 12, shall have classification seniority beginning the date they begin the duties of the new/different position provided they successfully complete the probationary period when applicable.

Department seniority is defined as the total uninterrupted length of continuous service with the Monroe County Engineer.

**Section 2.** The following situations shall not constitute a break in the above-referenced seniority(ies):

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military Leave;
- D. A layoff of fifteen (15) months' duration or less.

The following situations constitute breaks in continuous service for which the above-referenced seniority(ies) is lost:

- A. Discharge for just cause;

- B. Retirement;
- C. Layoff for more than fifteen (15) months;
- D. Failure to return to work within the time specified of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation from employment.

**Section 3.** Seniority lists shall illustrate the name of the employee, each employee's department seniority date, and each employee's classification seniority date. Employees with the same date of seniority will have the tie broken by lottery drawing of numbers.

**Section 4.** Seniority lists shall be posted in the garage and updated when necessary. Upon request, the Employer shall forward a copy of such list to the Union President.

## **ARTICLE 12**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, other than original appointments, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) working days. During the posting periods, any non-probationary employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or that do not meet the qualifications of the position.

**Section 3.** The notice of vacancy shall include the following information: basic job duties and responsibilities, essential functions of the position, special qualifications required and/or desired, and immediate supervisor.

**Section 4.** All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, seniority, work record, previous job performance, disciplinary record, and physical capability. Where more than one applicant is deemed qualified and where qualifications of those applicant are relatively equal, then the appointment will be made on department seniority.

**Section 5.** In the event a bargaining unit employee is selected to fill the vacant position, and such selection results in a promotion, said employee will be subject to the promotional probationary period, pursuant to Article 6, Probationary Period.

**Section 6.** Should the Employer create a new requirement for certification in a present classification, employees shall be given ample time to obtain required certifications. The Employer shall pay for certification testing (on a one-time basis per employee per certification) to obtain required certifications.

### **ARTICLE 13** **TEMPORARY TRANSFERS**

**Section 1.** Employees who are temporarily assigned to work in a higher paying classification for the majority of the work day shall be paid the higher rate of pay for the entire shift.

### **ARTICLE 14** **HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting part-time positions.. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, exclusive of a one-half (1/2) hour lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

The Employer may implement a four (4) day, ten (10) hour per day work week scheduled as deemed appropriate for any time period between April 1 and the first Monday in September (Labor Day).

The Union shall be given a ten (10) day advance notice before implementation of change in the normal work week.

The following shall apply during any time period which a four (4) day, ten (10) hour per day work week schedule is utilized:

- A. Employees in active pay status and eligible for holiday pay (consistent with the provisions of Article 24, Section 5) shall receive ten (10) hours of holiday pay at straight time, on any of the recognized holidays set forth in Article 24, Section 1, when no work is performed on such holiday, whether the holiday falls during the four (4) day work week schedule or falls on the "fifth" (5<sup>th</sup>) day of the work week (the five [5]

days to include Monday through Friday). (This provision shall apply to employees hired to work forty [40] hours per week during peak seasons.)

- B. Should any employee be required to work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) work day (Saturday or Sunday) during a four (4) day work week, which includes a recognized holiday, all such hours worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) work day shall be compensated at the overtime rate of time and one-half (1 1/2).

**Section 3.** When an employee is required by the Employer to work more than forty (40) hours in a work week, he shall either be paid overtime pay for all time worked in excess of the forty (40) hours in the work week or compensatory time. Compensatory time may be accrued up to a one-time maximum of eighty (80) hours per calendar year. Compensatory time must be used in the calendar year it was earned. Upon reaching the maximum of eighty (80) hours during this period, an employee shall be paid at one and one-half (1 1/2) times his normal straight time hourly rate for overtime worked. An employee shall provide the Superintendent with a written request for the use of compensatory time at least twenty-four (24) hours prior to the date/start of such leave. The Employer reserves the right to limit the number of employees who may be granted compensatory time at any given time. The Employer reserves the right to deny the use of compensatory time based on staffing levels and/or work load requirements. Approved paid sick leave, vacation leave, and holiday pay shall be counted as time worked for overtime computation purposes. An employee may cash in unused compensatory time prior to reaching the eighty (80) hour limit; however, all accrued but unused compensatory time must be cashed in prior to November 30<sup>th</sup> of each year or scheduled to be used by December 31<sup>st</sup> of each year.

**Section 4.** Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid lunch meal period during each regular work shift as scheduled by their immediate supervisor. Employees shall be granted up to fifteen (15) minutes, during each half (1/2) of their normal work day/shift, for a rest period. Said period(s) shall not be used to extend the lunch period and/or to cover late arrivals or early quits.

**Section 5.** Compensation shall not be paid more than once for the same hours under any provision of this article or agreement. There shall be no pyramiding of overtime.

## **ARTICLE 15**

### **OVERTIME DISTRIBUTION**

**Section 1.** Whenever the Employer determines that overtime is necessary, the Employer shall make a reasonable effort to equally distribute offerings of overtime among available bargaining unit employees within the same classification. Should an employee from within the classification affected be unavailable to work such overtime due to absence from the job, or if additional employees are needed, the Employer may order any available and qualified

employee to work the overtime. Every effort shall be made to offer overtime to all employees in a fair and uniform manner.

Between the dates of April 1 and December 1, the Employer shall make an earnest effort to distribute call out overtime hours on an equitable basis. Employees who are called out to work and who for any reason refuse or fail to work such overtime shall be recorded as having worked for purposes of subsequent overtime distribution.

Overtime rosters shall be updated and posted on the employee bulletin board by the Monday following pay day, with the actual overtime hours, as described below, recorded.

Employees who are on disability shall not be called for overtime and shall be recorded on the overtime roster as if they had worked or refused the overtime. (R=refused; NA=no answer; and W=worked).

In those instances where the overtime work involved requires special skills/abilities, such overtime distribution shall not apply.

Call out, for purposes of this article, shall mean contacted by telephone after leaving the premises after normal work hours.

## **ARTICLE 16** **LAYOFF AND RECALL**

**Section 1. Notice Of Reduction.** The Employer will notify the Union and all affected bargaining unit employees at least ten (10) work 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.**

A. **Reduction.** Whenever a reduction in the work force occurs, the following sequential order of reduction will be implemented. The Employer shall determine in which classification(s) layoff will occur. Within the affected classification(s), the Employer shall first layoff any casual, intermittent, temporary, new hire probationary, and part-time employees.

Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of classification seniority of the remaining full-time employees.

B. **Bumping Rights.** An employee 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 an equal or lower paying

classification within the bargaining unit for which the bumping employee is qualified to perform the work without any additional long-term training and/or possesses the necessary certification/licenses. The Employer agrees to provide said employee with cursory training when necessary.

Employees who bump under the foregoing procedure shall be deemed to have seniority in the classification into which he bumps, equal to the bargaining unit seniority he had in the previous classification.

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

Employees shall exercise bumping rights within two (2) work days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of the employee's bumping rights.

**Section 3. Recall Rights.** Employees displaced through a reduction in work force shall be recalled or returned to vacancies.

Such vacancies in the classification originally affected by the layoff 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 or refused their recall rights. Employees shall retain recall rights for a period of fifteen (15) months from the effective date of their displacement.

**Section 4. 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 seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. The recalled employee shall have five (5) calendar days following the end of the seven (7) day period to report to work unless the Employer agrees to an alternative date.

**Section 5. Reduction Severance Pay.** Employees displaced by a work force reduction shall be entitled, on the next pay day, to all wages and other severance pay provided by this agreement which are due to such employees.

## **ARTICLE 17** **HEALTH AND SAFETY**

**Section 1.** It is agreed that safety must be a concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, and equipment for its employees. Bargaining unit employees accept the responsibility not to neglect or abuse equipment and tools and accept the responsibility to follow all safety

policies, rules and procedures as prescribed by the Employer. All unsafe working conditions and all accidents must be reported on a Health and Safety Form and given to the employee's supervisor as soon as the unsafe working conditions are known.

**Section 2.** Employees who work at jobs or in areas deemed by the Employer to require the wearing or use of safety equipment shall be required to wear or use such equipment. Failure or refusal on the part of an employee to wear or use prescribed equipment shall be grounds for disciplinary action, up to and including discharge of employment. The Employer shall provide all safety equipment that the Employer requires the employees to use with the exception of work shoes and personal clothing.

**Section 3.** Employees shall be responsible for reporting any and all accidents to their supervisor as soon as possible. A Report of Accident Form will be completed with the supervisor and filed with the Employer within twenty-four (24) hours after the accident unless a medical emergency exists.

**Section 4.** An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes.

If a grievance under this section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule or procedure that is reasonable and fairly applied.

**Section 5.** Safety meetings shall be conducted once each month for all bargaining unit employees.

## **ARTICLE 18**

### **BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide at the County Garage, in the current area, a bulletin board for use by the Union. Said board shall be no more than three foot by three foot (3' x 3').

**Section 2.** Union notices relating to the following matters may be posted without the Employer's prior approval:

- A. AFSCME recreational and social affairs;
- B. Notice of AFSCME meetings;
- C. AFSCME appointments;

- D. Notice of AFSCME elections and AFSCME election results;
- E. Reports of non-political standing committees and independent non-political arms of AFSCME;
- F. Non-political publications, rulings, or policies of AFSCME.

All/any other notices of any kind not listed in “A” through “F” herein shall receive the prior approval of the Employer or his designated representative.

**Section 3.** It is understood and agreed that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon other members or any other employee;
- B. Scandalous, scurrilous, or derogatory remarks/attacks upon management employees;
- C. Attacks on any employee organization, regardless of whether the organization has local membership;
- D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

**Section 4.** Violations of this article may result in disciplinary action and/or termination of bulletin board usage.

## **ARTICLE 19**

### **LEAVES OF ABSENCE**

**Section 1.** The Employer may grant a leave of absence without pay, to an employee who has completed one (1) year of continuous service, for a period of not more than six (6) months in any contract year except as specified elsewhere in the agreement. Except in an emergency situation, an employee must submit a written request for such leave at least twenty-one (21) calendar days in advance of the date such leave is to begin. The request is to be submitted to the employee's immediate supervisor. The authorization of an unpaid leave of absence is a matter of administrative discretion, subject to staffing levels, work load requirements, and/or other management rights.

**Section 2.** An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge. An employee may not use a leave of absence to look for another job or work at another job.

**Section 3.** The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exists, the Employer shall treat the employee as if he were laid off from his classification in accordance with the layoff article of this agreement.

**Section 4.** If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job.

**Section 5. Disability Leave.**

- A. A physically or mentally incapacitated employee who has exhausted all available paid leave may request a disability separation leave without pay. Request for disability leave shall be submitted in writing to the Engineer at least two (2) calendar weeks in advance of the requested date of such leave. The written request shall be accompanied by an original signature physician's statement describing the nature of the disability, the physician's verification that the employee is unable to perform the essential functions of the position, and the date(s) of such leave.
- B. A disability separation may be granted when an employee has exhausted his accumulated paid leave and is:
  - 1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or
  - 2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination(s) is requested or required by the Employer any time during this time period, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature.

**Section 6. Reinstatement.** An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, and provide a physician's certification that the

employee can perform the essential functions of the job classification. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician with the expense of such exam paid equally by the Employer and the employee.

Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years shall be separated from service upon the expiration of the three (3) year period.

**Section 7.** If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

**Section 8. Military Leave.** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval 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 periods not to exceed a total of twenty-two (22), eight (8) hour work days in one calendar year.

**Section 9.** The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Upon submittal of military pay vouchers documenting all wages and salaries earned on such leave, the Employer will reimburse the employee his normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one (1) 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.

**Section 10.** Employees who are members of the Ohio National Guard 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.

**Section 11.** Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to enter military service.

**Section 12.** An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

**Section 13.** An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

**Section 14.** A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Employer;
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
  - 1. sick leave - that amount which had been accumulated at the time of entering service;
  - 2. vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
  - 3. automatic salary adjustment.

**Section 15. Union Leave.** The Union may request a leave of absence not to exceed seven (7) days for no more than two (2) employees during any one (1) calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union. An affected employee(s) must submit a written request for such

leave to the Superintendent no later than five (5) work days in advance of the date(s) requested.

## **ARTICLE 20** **LABOR/MANAGEMENT MEETING**

**Section 1.** Labor/Management Meetings will be arranged between the Local President and the Employer upon request of either party. Such meeting shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such labor/management meetings shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in labor/management meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight time pay for time spent in such labor/management meetings. This meeting may be attended by a representative of the Council and/or representative of the International Union.

There will be a labor/management meeting held within two (2) months after execution of this agreement. Thereafter, a regular quarterly (four [4] months) labor/management meeting will be held between Employer and Union representatives to discuss matters of concern. Such meetings will be mutually scheduled. Agenda items will be submitted by either party at least five (5) days in advance of each quarter's labor/management meetings. In the event neither party has submitted a written agenda item(s) for discussion for any quarter (four [4] months), the labor/management meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer.

**Section 2.** The purpose of such meeting shall be limited to:

- A. Discuss the administration of this agreement;
- B. 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;
- C. Disseminate general information of interest to the parties;
- D. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees.



**ARTICLE 21**  
**SICK LEAVE/FUNERAL LEAVE**

**Section 1. Crediting Of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 2. Expiration Of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

**Section 3. Charging Of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 4. Uses Of Sick Leave.**

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. illness or injury of the employee, or an immediate family member as defined herein\*;
2. death of a member of his immediate family, as defined below;
3. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
4. if a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. pregnancy and/or childbirth and other conditions related thereto.

\* Spouse, child\*\*, parents, grandparents who reside with the employee and the employee's presence is medically substantiated.

\*\* Step-child if resides with employee.

B. Up to five (5) days sick leave shall be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, step-child as defined herein, mother, father, loco parentis, brother-in-law, sister-in-law, father-in-law, mother-in-

law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

**Section 5. Evidence Required For Sick Leave Usage.** The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 6. Notification By Employee.** When an employee is unable to work, he shall notify the supervisor or other designated person within one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 7. Abuse Of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

**Section 8. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

**Section 9. Physician Examination.** The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer 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. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such a mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

**Section 10.** Any employee who does not use more than two (2) days of sick time between January 1 and December 31 of each year shall receive a one hundred dollar (\$100.00) bonus, for each qualifying period as described herein.

**ARTICLE 22**  
**CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the department at the time of separation under the Public Employees Retirement System (PERS).

**ARTICLE 23**  
**VACATION LEAVE**

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

<b><u>Departmental Service</u></b>	<b><u>Vacation</u></b>
1 year through 7 years	80 hours
8 years through 14 years	120 hours
15 years through 24 years	160 hours
over 24 years	200 hours

Such vacation leave shall be accrued to employees at the following rates:

<b><u>Annual Vacation Entitled To</u></b>	<b><u>Credited Per Pay Period</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

**Section 2.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

**Section 3.** The order of selecting a vacation date(s) shall be considered on the basis of classification seniority. The Employer reserves the right to limit the number of employees granted vacation leave during similar time periods. In order to be granted preference for specific vacation leave requests, such request must be submitted to the employee's immediate supervisor no later than January 1 of each year. Employees must submit requests of three (3) or more consecutive work days of vacation leave and obtain prior approval of the Employer/designee at least five (5) working days in advance.

**Section 4.** Vacation leave may be taken in increments of one (1) regular scheduled work day(s). Employees must submit such request and obtain prior approval of the Employer/designee at least twenty-four (24) hours in advance of the date/time requested.

**Section 5.** Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of three (3) years. The accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee. Such request shall not unreasonably be denied.

**Section 6.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

**Section 7.** Except as noted in Section 2 herein, an employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave to his credit at the time of separation.

**Section 8.** In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

## **ARTICLE 24** **HOLIDAYS**

**Section 1.** All full-time employees covered under this agreement shall be entitled to the following paid holidays:

- New Years Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

**Section 2.** In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 3.** Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday.

**Section 4.** Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half (1 1/2) the straight time rate in addition to the holiday pay.

**Section 5.** For employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave or sick leave with doctor's verification.

**Section 6.** Nothing contained herein shall prohibit the Employer from granting additional time off, with pay, at any time during the agreement. Decisions to grant such time are at the sole discretion of the Employer and shall not establish any precedent, nor shall any action/non-action of the Employer concerning this section be subject to the grievance procedure contained herein.

## **ARTICLE 25** **CALL IN PAY**

**Section 1.** Whenever an employee is called to work outside his regular work day hours, which does not abut his regular shift hours, he shall be paid a minimum of three (3) hours pay at the appropriate rate.

**ARTICLE 26**  
**CONTRACTING OUT**

**Section 1.** The Employer may continue to contract out any/all services or programs that are presently and historically required to be performed at the discretion of the Employer for the duration of the agreement.

The Employer shall not contract out work for the sole purpose of laying off of employees.

**ARTICLE 27**  
**WAGES**

**Section 1.** Effective December 1, 2011, bargaining unit employees shall receive a three percent (3%) increase in their hourly rate of pay, with the exception of the Draftsman classification who will receive a one percent (1%) increase on the above-referenced date.

Effective December 1, 2012, bargaining unit employees shall receive a three percent (3%) increase in their hourly rate of pay, with the exception of the Draftsman classification who will receive a one percent (1%) increase on the above-referenced date.

Effective December 1, 2013, bargaining unit employees shall receive a three percent (3%) increase in their hourly rate of pay with the exception of the Draftsman classification who will receive a one percent (1%) increase on the above-referenced date.

**Section 2.** In the event the County Auditor implements a payroll system/pay stub that includes the employee's accumulated but unused vacation leave as well as the running total of vacation and sick leave used, the Employer's employees shall be included.

**ARTICLE 28**  
**HEALTH INSURANCE**

**Section 1.** The Employer shall, for the term of the agreement, contribute the following amounts towards a full-time employee's monthly health care premium(s):

Single Plan	85%
Group Plan	85%
Family Plan	85%

It is understood and agreed that an employee(s) shall pay the difference between the above-referenced amounts and the total amount of the monthly premium for the type of coverage the employee selects (i.e., single, group, family). If more than one (1) health care plan is made

available through the County Commissioners, the above percentages shall be based on the least expensive of the plans offered.

**Section 2.** Employees shall be eligible to enroll in said plan(s), on an annual basis, in accordance with the enrollment period(s) described therein.

**Section 3.** The Employer shall continue the insurance committee as set up by the Monroe County Commissioners with Local 3852 President or his designee as a member of the committee.

**Section 4.** Initial contributions as set forth in this provision will be made within thirty (30) calendar days following the effective date of the agreement.

## **ARTICLE 29**

### **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 Monroe County Commissioners, the Monroe County Sheriff, the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the agreement relating to overtime compensation shall remain in full force and effect during the emergency.

**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 in this agreement, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed. All work rules and/or agreements and practices relating to the assignment of all employees will be in effect upon the termination of said emergency.

## **ARTICLE 30**

### **SEVERABILITY**

**Section 1.** It is the intent of the Employer and the Union that this agreement comply with all applicable law(s) and legal status.

**Section 2.** If any provision of this agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes,

all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provision of this agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. In the event the parties and/or their representatives are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor agreement.

## **ARTICLE 31** **DURATION OF AGREEMENT**

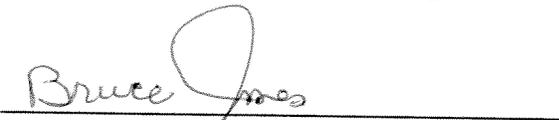
### **Section 1.**

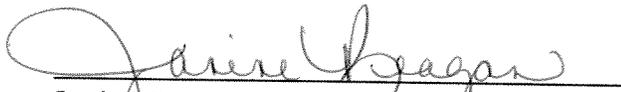
- A. This agreement shall be effective as of December 1, 2011, and shall remain in full force and effect until midnight November 30, 2014, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which 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. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby cancelled.

**SIGNATURE PAGE**

**For The Monroe County Engineer**

  
Lonnie Tustin, Monroe Co. Engineer

  
Bruce Jones, Superintendent

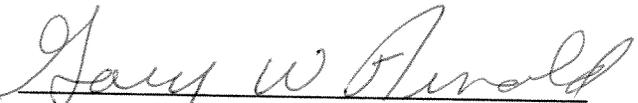
  
Janine Reagan, Admin. Secretary

**For AFSCME, Ohio Council 8,  
AFL-CIO, Local #3852**

  
Bruce Lodge, Bargaining Team Member

  
Bill Moats, Bargaining Team Member

  
Brian Kress, Bargaining Team Member

  
Gary W. Arnold, Staff Representative  
AFSCME, Ohio Council 8, AFL-CIO

Signed and executed this 15 day of Sept, 2011.

**APPENDIX A**  
**GRIEVANCE FORM**

Grievance Number \_\_\_\_\_  
Grievant's Name \_\_\_\_\_ Classification \_\_\_\_\_  
Steward's Name \_\_\_\_\_ Date Of Alleged Violation \_\_\_\_\_  
Date Of Informal Discussion With Supervisor \_\_\_\_\_  
Date Of Supervisor's Reply \_\_\_\_\_

**STEP 1**

Date Filed With Superintendent \_\_\_\_\_  
Time Noted By Employer)

Statement Of Grievance (Dates, Times, Location, Facts--What Happened) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Additional Sheet If Necessary)

Articles And Sections Of Agreement Violated \_\_\_\_\_  
\_\_\_\_\_

Relief Requested (What Grievant Desires To Resolve Grievance) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Steward Or Local Union Chairperson Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Date of Step 1 Hearing (When Necessary)** \_\_\_\_\_

**Step 1 Response** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Additional Sheet If Necessary)

**Superintendent's Signature** \_\_\_\_\_

**Date Response Given To Grievant/Steward** \_\_\_\_\_

**Signature of Grievant/Steward** \_\_\_\_\_

**STEP 2**

(Attach Grievance and Step 1 Answers)

**Date Appealed To Step 2** \_\_\_\_\_  
(Time noted by Engineer/Designee)

**Date of Step 2 Hearing** \_\_\_\_\_

**Step 2 Response** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Additional Sheet If Necessary)

**Signature Of Engineer** \_\_\_\_\_

**Date Response Given To Grievant** \_\_\_\_\_

**Signature Of Grievant** \_\_\_\_\_

**STEP 3**  
**Arbitration**

**The Union Hereby Demands Arbitration Of Grievance Number** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date Appealed To Arbitration** \_\_\_\_\_  
(Within Twenty [20] Calendar Days of Step 2 Written Answer)

**Date Of Letter Requesting List Of Arbitrators** \_\_\_\_\_  
(Same As Arbitration Demand Date)

**Date Of Receipt Of Arbitrator List** \_\_\_\_\_

**Date Of Selection Of Arbitrator** \_\_\_\_\_

**Arbitrator's Name/Address** \_\_\_\_\_

\_\_\_\_\_

**Arbitration Hearing Date** \_\_\_\_\_

**APPENDIX B**  
**HOURLY RATES OF PAY**

	3%	3%	3%
<b>CLASSIFICATION</b>	<b>12/01/11</b>	<b>12/01/12</b>	<b>12/01/13</b>
LABORER	14.86	15.31	15.77
TRUCK DRIVER	15.43	15.89	16.37
MECHANIC	15.76	16.23	16.72
GRADER OPERATOR	15.76	16.23	16.72
EQUIPMENT OPERATOR	15.76	16.23	16.72
EQUIPMENT OPERATOR 1	15.99	16.47	16.96
DRAFTSMAN	16.42	16.58	16.75

## **LETTER OF UNDERSTANDING**

The Employer agrees to post a Sign Up Sheet each spring during the term of the agreement.



36 South Plains Road  
The Plains, Ohio 45780-1348  
Telephone: (740) 797-9708  
Fax: (740) 797-9712  
Toll Free: (800) 361-6710

William Sams  
Regional Director

October 13, 2011

John A. Lyall  
President

Harold Mitchell  
First Vice President

Eric Clemons  
Secretary-Treasurer

Cenia M. Willis  
Recording Secretary

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**Columbus**

Douglas C. Moore  
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**Dayton**

Ruth Ritchie  
Kenneth Sulfridge

**Toledo**

Sandra L. Coutcher  
Thomas Kosek, Jr.

**Youngstown**

Pamela S. Shelton  
Michael Niro

**Trustees**

Kimberly N. Gaines  
Peg N. McClain  
Helen S. Youngblood

**VIA ELECTRONIC MAIL**

James R. Sprague, Interim General Counsel  
& Assistant Executive Director  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

**RE: AFSCME Local 3852 — Monroe County Engineer  
Case No. 11-MED-09-1119**

Dear Mr. Sprague:

Attached please find the newly executed Collective Bargaining Agreement in the above-referenced jurisdiction.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gary W. Arnold  
Staff Representative

GWA/bas  
Attachment

cc: Bruce Lodge, President  
Lonnie Tustin, Engineer  
File