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STATE EMPLOYMENT
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AGREEMENT

BETWEEN

LAWRENCE COUNTY ENGINEER

AND

GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92

Effective
January 1, 2012 through December 31, 2014

36

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ARTICLE 1 - AGREEMENT

Section 1 This Agreement, entered into by the Lawrence County Engineer, hereinafter referred to as the "Employer", and Teamsters Local Union No. 92, hereinafter referred to as the "Union". Specifically, the Agreement addresses matters pertaining to wages, hours, terms and conditions of employment mutually expressed between the parties.

Section 2 The purpose of the Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

Section 3 Both the Employer and the Union have bargained fully and completely, and had the opportunity to present proposals, counter proposals, and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in another Article of this Agreement. All proposal, counterproposals, and demands not contained in this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous agreements and commitments except any and all past practices not in conflict with this Agreement.

Section 4 The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties. Supplemental agreements not in conflict with this Agreement may be reached between the Employer and the Union.

Section 5 The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statutes of the State of Ohio, Federal Law and Regulations, and are, therefore, enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement term.

In the event any clause, sentence, paragraph, or part of this Agreement, or the application thereof, is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations upon an alternative clause, sentence, paragraph, or part of the Agreement, or the application thereof.

ARTICLE 2 – Recognition

Section 1 The Employer hereby recognizes the Teamsters Union Local No. 92, as the certified and exclusive bargaining agent for the purpose of collective bargaining on any and all matters in the bargaining unit. The bargaining units shall consist of non-probationary full-time employees in the following:

Mechanic I
Equipment Operator I
Equipment Operator II
Highway Worker I
Highway Worker II
Highway Worker II A
Highway Worker III
Security Officer (Sign Maintenance)
Temporary Crew Leader

Full-time and regular employees are those who work at least thirty-five (35) hours per week for all of the weeks of the year excepting vacations, holidays, and other time off as allowed by either direction or acceptance of the Employer.

Excluded are all other employees of the Engineer's Office including Engineer, Chief Deputy Engineer, Chainman, Rodman, Tax Map Draftsman, Bookkeeper/Secretary, Office Worker, Highway Superintendent, Highway Supervisor I, Highway Supervisor II, Inventory Clerk, Clerk-Timekeeper, Administrative Assistant, Students, and any supervisory, management level, confidential, fiduciary, professional, and seasonal and casual employees as defined in Ohio Revised Code Section 4117.01(c).

Section 2 All positions of classifications not specifically included in the bargaining unit shall be considered excluded from the bargaining unit. In addition, the Employer shall have the right to establish necessary classifications and to determine the duties to be included in all job classifications to meet the operational needs of the Department. The classifications used in Article 2, Section 1, are for descriptive purposes only and do not guarantee their continued use by the Employer.

ARTICLE 3 – Nondiscrimination

Section 1 No person or persons or agencies responsible to the Employer or the Union and its officers and members shall discriminate for or against any employee in the bargaining unit based on race, religion, sex, age, national origin, or handicap for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable Federal, State, and Local laws regarding these matters.

Section 2 The Employer and the Union recognize the right of any employee to join or not join the Union, and to participate or not participate in Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal because of an employee's decision to join or not join the Union or participate or not participate in Union activities.

ARTICLE 4 – Union Rights

Section 1 – Union Right of Access The Employer agrees that accredited non-employee representatives of the Union shall be admitted to the premises of the Employer upon verbal notification to the Engineer twenty-four (24) hours in advance. The number of accredited non-employee representatives during any one (1) visit to the premises of the Employer shall be limited to two (2). The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties without approval of the employee's supervisor. The Union further agrees that the provisions outlined in this Section apply not only to "on the Employer's premises", but during those parts of the workday in which the employee is on the Employer's time.

Section 2 – Union Use of Buildings The Employer agrees to allow the Union the use of its garage facilities for the purpose of holding Union meetings based upon obtaining prior approval from the Superintendent. Notice shall be given at least twenty-four (24) hours in advance. The meetings may be held one-half (1/2) hour before or one-half (1/2) hour after the workday, providing that prior arrangements are made with supervisory personnel to provide access into the garage. The meetings shall not interfere with the operational requirements of the Engineer's office.

Section 3 – Union Use of Bulletin Boards The Union shall have one (1) bulletin board furnished by the Engineer, placed in a mutually agreed upon location. All material posted upon the bulletin board will be signed by the individual posting such upon the board.

The Union agrees that any literature or material posted upon the bulletin board, or literature or material distributed on the premises of the Employer, shall be limited to the following:

1. Union recreation and social affairs;

2. Notice of Union meetings

3. Union appointments

4. Notice of Union elections

5. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union;

6. Nonpolitical publications, rulings, or policies of the Union, and;

7. Informational publications from government agencies or units.

The Union further agrees that literature or material, which does not meet with the standards outlined above, must have prior approval from the Engineer. It is also understood that literature or material containing the following will not be distributed or posted:

1. Personal attacks upon any employee or official of the County;

2. Scandalous, scurrilous, or derogatory attacks upon any employee or official of the County;

3. Attacks on any other employee organization;

4. Attacks on and/or favorable comments regarding a candidate for public office, and;

5. Being of a nature that would discredit or be a disparagement to the image of the Engineer's Office, its employees, or the County.

Any material, which does not comply with this Section, may be removed or restricted by the Engineer or his designated representative and will be given to the Local Union President.

ARTICLE 5 – Union Security

Section 1 The Employer and the Union agree that membership in the Union is available, but not mandatory, to any full-time, non-probationary employee occupying classifications as determined by this Agreement to be appropriately within the bargaining unit.

Section 2 The Employer agrees to authorize the Lawrence County Auditor to deduct union membership dues, fees and assessments, in the amount authorized by the Union, once each month, from the pay of any employee eligible for membership, provided that said employee has individually and voluntarily provided written authorization for such deductions to the Employer.

Section 3 Deductions provided for in this Article are further subject to the procedures and regulations of the County Auditor and shall only be made during one (1) pay period each month.

Section 4 It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions, or proceedings by any employee, organization, and from the Union itself, arising from deductions, actions taken, or actions not taken, by the Engineer as a result of the provisions of this Article, and that the Engineer's sole responsibility under this Article is to provide authorization to the Auditor for deductions to be made. It is agreed that neither the employees nor the Union shall nave a claim against the Engineer for errors in the processing of deductions, in those cases where authorization for the deductions were appropriately and timely made. In those cases where errors in the processing of deductions are a result of authorization being late, the Engineer will authorize the Auditor to correct the error during the next pay period.

Section 5 Payroll collection of dues shall be authorized for the exclusive, certified bargaining agent only. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of the Agreement. However, all dues deductions for any month(s) in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service may be cancelled at the Employer's option upon twenty-four (24) hours notice to the Union.

Section 6 The Employer shall be relieved from making any employee dues deductions upon:

A. Termination of employment;

B. Transfer to a job classification other than one included in the bargaining unit.

C. Layoff from work, and;

D. An approved leave of absence without pay.

In addition, the Employer shall not be obligated to authorize deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the amount of dues deduction.

Section 7 – Union Fair Share Provision It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days after the effective date of the contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

New Hires: The Employer will notify the Union of all new hires, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name, social security number, mailing address, and the position for which he or she was hired.

ARTICLE 6 – Union Representation

Section 1 The Union shall have the right to certify one (1) Steward to participate in the Union business as outlined below. If such Steward is absent or otherwise unavailable, one (1) alternate Steward may serve in such capacity.

Section 2 The Union shall notify the Engineer, in writing, of the name of the Steward and the alternate Steward within two (2) weeks of the effective date of this Agreement. In the event that a Steward or alternate Steward is replaced by the Union, the Engineer shall be notified, in writing, of the names of the replacement as soon as possible after certification by the Union. No individual may represent himself as a Steward or alternate Steward until the Engineer receives written notification from the Union to that effect.

Section 3 The Union Steward, or alternate if appropriate, may represent the Union or Union members in matters set forth below. All time spent by a Union Steward in such representation shall be on non-paid, non-work time, except for attendance at grievance meetings, Labor-Management meetings, and safety meetings, where management is present and when such meetings are scheduled during work hours, and for two (2) hours per week for the investigation and presentation of grievances in accordance with the provisions of this Agreement.

Section 4 The authority of Stewards or their alternate so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievance in accordance with the provisions of this Agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Steward and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

Section 5 In the event the Employer intends to discipline, investigate, or take any other action, which may affect an employee's job security, the Employer shall first advise the employee of right to be represented during the interview. No employee shall be required to meet with any representative of management without Union representation once such has been requested.

ARTICLE 7 – Corrective Action

Section 1 Corrective action shall be for just cause. The following actions may be the cause for disciplinary action; incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violations of established work rules, both those of past practice and those promulgated by the Engineer under the provisions of this Agreement, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office.

Section 2 Corrective actions shall include: verbal warnings, written reprimands, suspensions without pay, reductions in pay and/or position, and discharge from employment. The severity of the disciplinary action will be proportional to the seriousness of the offense and the employee's past disciplinary record.

Section 3 Upon any disciplinary action resulting in suspension, reduction in pay and/or position, the employee shall have the right to request a hearing upon the action before the Engineer. The request shall be in writing within three (3) working days of the initiation of the disciplinary action. Any employee discharged shall have the right to a hearing automatically.

Within ten (10) days of the employee request for a hearing, or the discharge, the Employer shall schedule a hearing upon the propriety of the action.

Any discharge shall be a "discharge pending hearing" until such time at the hearing is held.

Should the hearing result in a change or alteration of the prior actions, the appropriate measures shall be taken regarding reinstatement of wages and benefits.

ARTICLE 8 – Hours of Work

Section 1 The normal work week will be as set by the Engineer. Regular day shift work hours will normally be from 7:30 a.m. until 4:00 p.m. with a one-half (1/2) hour lunch period. The normal work week will be forty (40) hours per week, pursuant to Article 10.

The Union acknowledges that the Engineer has the right to create different shift hours for security officer and mechanic classifications to accommodate operational needs. The Employer agrees to notify the Union in advance of such different shifts being created.

Section 2 All employees will ordinarily report to the garage in time to begin to work at starting time unless otherwise instructed by the Superintendent or foreman. Transportation will be provided from the garage to the job site for all other crews. Other arrangements concerning transportation to job sites must be approved by the Superintendent and foreman. Crews must be on the road just as soon after starting time as work assignments are made unless actual work at the garage or yard is required.

Employees using their personal vehicles for job duties shall receive the Federal IRS rate per mile for each mile traveled while in active pay status and as required by their job duties. This does not include travel to and from work.

Section 3 Lunch will normally be from 11:30 a.m. to noon; however, foremen may change lunch time if field operations would be aided by changing the lunch time. In no case will crews be expected to work without a full lunch break.

Foremen will allow two (2) fifteen (15) minute breaks during the workday, one (1) in the morning, and one (1) in the afternoon. Drinking water will be provided on job sites. The Employer shall provide one (1) water jug per truck over the term of the contract. If the jug is destroyed or lost, replacement of the jug is at the discretion of the Employer. All employees will be allowed a fifteen (15) minute clean-up period at the end of each workday.

Section 4 Hourly employees shall be compensated for the number of hours worked at their hourly base rate of pay for all straight time work. Overtime shall consist of all work in excess of eight (8) hours in a single workday or all work in excess of forty (40) hours in any one (1) work week. Overtime work will be compensated at one and one-half (1 ½) times the hourly base rate for the hours of overtime worked. (Paid or unpaid leaves of absence will not be included for the purposes of computing overtime for a work week. Paid holidays, paid sick leave, and paid vacations will be counted for purposes of computing overtime.) Employees shall be paid double (2x) time for any work actually performed on the day of a recognized holiday.

EXAMPLE: If Christmas is on Saturday and Friday is a paid day off for the holiday, then an employee working on that Friday would receive the regular holiday pay plus time and one-half (1 ½) for the overtime. An employee working on Saturday, the actual holiday, would receive double (2x) for that time worked, in addition to the regular weekly pay.

If Christmas is on Friday and an employee works on that Friday, then the employee would receive the normal holiday pay plus double (2x) time for the time worked that day.

Section 5 Employees called out for other than regularly scheduled working hours who must make an extra round trip to and from the garage or worksite, shall be credited with a minimum of two (2) hours per call out.

Section 6 The Employer will provide a printout every two (2) weeks, by classification, listing the employees in reverse order according to the amount of charged overtime for the prior month.

The Employer agrees to post all overtime and call out on the bulletin board by the time clock.

If an individual rejects the overtime, he will be charged with overtime, as if the overtime had been worked. The option of refusing overtime is also dependent upon the number of employees in that classification needed for the operational requirements of the Engineer. That is, if there are ten (10) men in a classification, and ten (10) men are needed for the overtime, all ten (10) men would be required to work. If five (5) of the ten (10) men are needed, overtime will be offered to the men with the least overtime on the list first then down the list until five (5) men have accepted the overtime or only five (5) men are left in the classification. Those individuals remaining in the classification will be required to work or be subject to disciplinary proceedings.

The Union and the Employer acknowledge that there are employees in the bargaining unit that may not want to be considered for overtime. To that end, those individuals that do not sign up on the overtime list will not be considered on the overtime list for call out purposes.

The above referred to overtime list will be used for the purpose of call outs, by classification, with employee having the least overtime being the first employee within the classification called for the overtime and the next employees called in will have the next least amount of overtime on the list.

This list will begin January 1st of each year. The overtime list will be calculated based on the two week pay period after January 1st and continuously updated each two week thereafter. Each January 1st, the list will start anew and the most senior employee called first.

If an employee refuses overtime he will be charged as actually working said hours.

For the purpose of overtime following a normal work day, not a call out situation, the Employer will attempt to use the above referred to overtime list whenever reasonably possible based upon the operational needs and work location.

The Employer and the Union agree that absolute equalization of overtime cannot be obtained, but the Employer will attempt to equalize overtime as is reasonably possible. The remedy for failure to equalize overtime is the granting of additional overtime to bring about equalization.

Section 7 There may be mandatory overtime in non-emergency situations where necessary to fulfill operational requirements due to circumstances, determined by the reasonable discretion of the Engineer or his designee, including but not limited to snow removal, rock slides, bridge repairs, road blockage, and paving projects.

In instances of mandatory overtime, the employees with the least overtime, who normally perform the work that is being assigned for overtime, will be offered first chance to reject, continuing through the employee with the most overtime. The option of refusing is also dependent upon the number of employees that are required to fill the operational needs of the moment.

The Union recognizes that, due to operational requirements, distance between job sites, and distance from job site to garage, it may be unfeasible to attempt to determine overtime among an entire classification, and that overtime may be determined by those employees present at the job site only.

In addition, as some overtime may require special skills, certain employees possessing those skills may be required to remain on the job. However, the overtime of those individuals possessing those special skills will determine the option of accepting or rejecting the overtime, depending upon the number of employees possessing the skills and the number of employees needed for the job at hand as determined by the Engineer.

It is further understood that some classifications contain more than one job description and different job functions, which will have to be considered in granting of overtime (i.e., if a bridge must be repaired, then the overtime will be offered to those employees qualified for bridge repair.) The Engineer will continue to attempt to equalize overtime as much as reasonably possible.

Section 8 At the employee's option, the employee may elect to take compensatory time off in lieu of overtime payment at the rate of one and one half (1 ½) hours off for each hour of overtime worked. Compensatory time off may accrue to two hundred forty (240) hours. Any accrual over two hundred forty (240) hours shall be paid to the employee in cash.

Compensatory time off must be taken within one hundred eighty (180) days from the date in which it was earned or be paid to the employee in cash.

ARTICLE 9 – Grievance Procedure

Section 1 The grievance procedure is a formal mechanism intended to assure that Employer/employee questions and problems are promptly heard and answered and that appropriate action is taken.

Section 2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or misapplication of the express provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the provisions of Federal and State laws and by the United States and Ohio Constitutions.

Section 3 If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (e.g. Civil Service Commission, Bureau of Worker's Compensation, S.P.B.R., E.E.O.C., Ohio Civil Rights Commission), such matter shall not be appealable through the grievance procedure.

Section 4 Prior to submitting a grievance to the first step of the grievance procedure, the employee shall first attempt to resolve the grievance informally through an oral discussion with his immediate supervisor, with or without Union representation.

Section 5 All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

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

The Employer will answer all grievances; however, any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

Section 6 A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided each employee desiring to be included in the group grievance signs said grievance.

The Union may file a grievance on behalf of an employee that is absent, sick, or unable to file his grievance due to the incapacity of the employee. The Union may also file a grievance in a situation where all employees are affected by the action being grieved.

Section 7 All grievances must be submitted on a grievance form mutually agreed upon by the Employer and the Union.

Any grievance not submitted upon the approved grievance form shall be returned to the grievant. The grievant shall have until the time otherwise allotted for the filing of a grievance, or the next working day, whichever is latter, to re-submit the grievance upon the approved form.

Section 8 The following steps shall be followed in the processing of a grievance:

Step 1: If the employee is unable to satisfactorily resolve the grievance through an oral discussion with his immediate supervisor as provided in Section 4, the employee, with his local Union representative, if the employee desires, may present the grievance, in writing to the highway superintendent. In order for a grievance to receive consideration under this procedure, the

grievant must present this grievance, in writing, at this step within five (5) working days of the grievance. If the grievance is not presented within five (5) working days after the occurrence of the event, it will be considered not to have existed. The highway superintendent shall investigate the grievance and provide an appropriate written answer within five (5) working days following the day on which he was presented the grievance. (It is the responsibility of the grievant to provide the local Union representative with this information.)

Step 2: If the grievance remains unsettled, it may be presented by the employee and no more than two (2) Union representatives, if requested by the employee, to the Engineer, in writing, within five (5) working days after the Superintendent's response. The Engineer shall respond, in writing, to the employee and the Union representatives, if appropriate, within five (5) working days.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union or the Employer may request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the Engineer's reply at Step 2 or the grievance shall be considered resolved.

Upon receipt of a request to arbitrate, the Engineer, or his designated representative, and the Union shall jointly submit a request to the Federal Mediation Conciliation Service (FMCS) requesting a list of five (5) impartial arbitrators. The parties shall select a single arbitrator from the list in accordance with the applicable rules and procedures of the FMCS to act as arbitrator. The selection of the arbitrator shall be made within ten (10) working days following receipt of the list from the FMCS. The cost for obtaining the list of arbitrators from the FMCS shall be borne equally by both parties.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of the Agreement as they apply to the specific issue submitted and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law;

2. Concerning the establishment of wage rates not negotiated as part of the Agreement;

3. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, and;

4. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such a practice, policy, rule, or regulation does not conflict with this Agreement.

The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding, except as reviewable by applicable provisions of the O.R.C. The decision shall be based solely upon the interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The cost of the services of the arbitrator shall be borne equally by both parties and each party is responsible for its own costs, transcript fees, or representation fees.

Section 9 If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Engineer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages, from whatever source, and shall not include the assumption an employee would have worked overtime during the period of separation from the Engineer's payroll.

Section 10 When an employee covered by this Agreement represents himself in a grievance, the Engineer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement.

ARTICLE 10 – Management Rights

Section 1 The Union shall recognize the right and authority of the Engineer to administer the business of the Engineer's Office and to retain the full right and responsibility to direct operations, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management which are not specifically modified by this Agreement, and more particularly, including, but not limited to, the following:

1. The sole right to hire, discipline, and discharge for just cause, layoff, and promote; to reorganize, discontinue, enlarge, or reduce any department or division; to transfer employees within departments or to other departments; to introduce new and/or improved equipment, methods, and facilities; to determine work methods, the size and duties of the work force, the number of shifts

required, and work scheduled; to establish, modify, consolidate, or abolish jobs or classifications; and to determine staffing patterns, including, but not limited to, assignment of employees, number employed, duties to be performed, qualifications required, and areas worked.

2. To determine the budget and all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Employer; available funds and budget; and procedures by which employees shall be required to perform the functions, services, and programs of the Employer.

3. To appoint, evaluate, assign, reassign, schedule, reschedule, train, retrain, or reinstate employees.

4. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the composition and adequacy of the work force; and to select the personnel by which the Employer's operations shall be carried out.

5. To maintain or increase the efficiency and/or effectiveness of Employer services; to relieve employees from their duties because of lack of funds, lack of work, or abolishment of position, and to schedule overtime.

6. To take appropriate action to carry out the functions, services, and programs of the Employer.

7. To maintain the security of records and pertinent information.

8. To determine and implement necessary actions in emergency situations.

9. To determine the overall mission of the Employer as a unit of government, and to take actions necessary to carry out the mission of the Employer as the governmental unit.

Section 2 Notwithstanding Section 4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects, including, but not limited to, those enumerated above, reserved to, and retained by the Employer under this Article.

ARTICLE 11 –Declared Emergencies

Section 1 The Union recognizes the important and integral role played by the Engineer's Office in regard to safety and welfare of the citizens of Lawrence County.

In the event of emergencies publicly declared by the President of the United States, the Governor of the State of Ohio, the Lawrence County Board of County Commissioners, the Federal or State Legislatures, or the Lawrence County Engineer, such as natural disasters or civil disorder, the Engineer or the Union may temporarily suspend or extend certain procedures or time limits established in the Articles of this Agreement, but not those provisions protecting the health and safety of the employees.

ARTICLE 12 – Personnel Files

Section 1 Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein, with the exception of any initial job references. An employee shall be entitled to have a representative of his choice accompany him during such a review. The Employer may also have a representative present during such review.

Section 2 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 3 Records of oral warnings shall cease to have force and effect six (6) months from the date of issuance, and records of written warnings shall cease to have force and effect twelve (12) months from the date of issuance, and shall be removed from the personnel file, provided no intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect eighteen (18) months from the date of issuance and shall be removed from the personnel file provided no intervening discipline has occurred.

Section 4 The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status and awards and commendations. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

Section 5 A bargaining unit employee will be notified upon any disciplinary material being place in the employee's personnel file.

ARTICLE 13 – Safety and Health

Section 1 The Employer and the Union agree that the safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury. The Union agrees that careful observation of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subject the offending employee to disciplinary action.

Section 2 The Union will establish a six (6) member safety committee with three (3) members of the committee meeting with Employer representatives on a bi-monthly basis. The three (3) particular members of the safety committee will be those who are mutually agreed upon by the Union Steward and the Highway Superintendent, pursuant to the operational needs of the department and attempts will be made to rotate the committee members. These safety meetings will generally be scheduled one half (½) hour just prior to the ending of work, with actual date and time being scheduled by the Employer, with five (5) days notice to the Union Steward unless otherwise agreed. Also, the Employer representatives will meet with all employees at least once every six (6) months to discuss safety matters or present any safety concerns. The purpose of the safety committee would be for the review of safety and health and making recommendations to the Employer or employees.

Section 3 The Employer will provide forms, which will be in a location of access to all bargaining unit members, for the use of employees to report equipment problems. Employees must report in writing all safety defects and needed repairs.

Section 4 Employee attendance is mandatory for the annual safety meeting and Red Cross Training. Any employee who misses either the annual safety meeting or Red Cross Training shall be required to receive such training at the employee's cost within sixty (60) days. The employee shall be required to use vacation or other leave in order to receive such training unless the Engineer determines the employee's absence was justified. The Engineer's decision in this regard is final and not subject to grievance.

ARTICLE 14 – Layoff

Section 1 When the Engineer determines that it is necessary to reduce the work force due to lack of work or funds, the Engineer may reduce the work week in the classification affected or initiate a layoff. The layoff procedure outlined herein shall be used so that a normal work week for the remaining employees can be re-established as may be practical.

Section 2 All probationary, temporary and seasonal employees shall first be laid off in the affected classifications department-wide. Any employee, whether permanent or temporary, shall be laid off on the basis of classification seniority in the classification affected. If relative seniority permits, such employees who are subject to layoff shall be allowed to move to the same or lower rate of classification in the following manner:

1. fill an available vacancy in their same classification first, provided he is qualified for such position, or

2. displace another employee in the same classification, provided he is qualified for such position, or

3. if unable to displace under (2) above, fill an available vacancy in another lower rated classification in which he has previously held a permanent position as a qualified employee, based on department-wide seniority, or

4. if no vacancy exists under (3) above, displace another employee based on department-wide seniority, in another classification in which he has previously held a permanent position as a qualified employee, or displace another employee with the least seniority in a lower rated classification within the series based on department-wide seniority, whether he has previously held such a position or not, as long as he is qualified.

Section 3 In the event an employee does not desire to take any of the positions he is entitled to under any of the above subsections, he can elect to take a layoff without impairment of his recall rights under Article 15 of this Agreement.

Section 4 In the event an employee exercises his rights under the above provisions and while on that job a vacancy occurs in the classification from which he was originally laid off, he will be automatically transferred to that previous classification when his seniority in the original classification permits. Unless displaced by another employee, an employee may only move one time during a particular layoff. In the event an employee exercises his right under the above provisions, the employee shall be paid at the rate of pay for his position that he moves into during the period he occupies such position.

Section 5 Whenever reasonably possible, the Engineer will give the employees initially laid off and the Union at least ten (10) calendar days notice prior to layoff. It is understood circumstances may arise causing a lack of work wherein the Engineer is unable to give a ten (10) day notice. The Engineer shall supply the Union with a list of employees to be initially laid off and recalled, together with the date of their seniority.

Section 6 It is understood that the ranking of classification from the lowest to highest is as follows: Security Officer and Highway Worker I, Highway Worker II, Highway Worker IIA, Highway Worker III, Mechanic I, Equipment Operator I, and Equipment Operator II.

ARTICLE 15 – Recall

Section 1 If job openings occur and additional employees are required, laid off employees who have not been laid off for more than thirty (30) months will be recalled based on classification seniority, thereafter based on department-wide seniority, in the reverse order of layoff to available work as follows: to any previously held position, then to any position he is qualified for and able to perform, including, but not higher rated than, his original job position at the time of layoff.

Section 2 Notification of recall shall be made by regular mail, telegram, or certified mail to the employee's last known address and be regular mail to the Union. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address.

The laid off employee shall have ten (10) calendar days after mailing or dispatching of said notification in which to exercise his right to recall. After the expiration of this time, the next employee in line of the eligible register shall be notified in accordance with the above paragraph and be given his right to recall. If an employee is recalled at a classification equal to his classification at the time of his layoff and does not exercise his right to recall, he will not remain on the recall list. However, if an employee is recalled at a classification lower than his classification at the time of layoff, he may not exercise his right to recall, yet remain on the recall list until the expiration of said list.

ARTICLE 16 – Work Assignments, Probationary Period, Job Posting and Bidding

Section 1 The Engineer or his designee may temporarily reassign employees from one job classification to another in order to meet the operational requirements of the department. Employees reassigned to a lower paying classification will continue to receive the rate of pay of their regular job classification. Employees assigned to a higher paying classification shall receive the higher rate of pay for the time worked in the higher classification.

Upon reassignment occurring to a lower rated classification, the principle of "most senior can, least senior must" of the employees in the classification from which an employee is being reassigned shall apply in the selection of the employees to be reassigned. (The most senior will first be asked and if he doesn't desire to be reassigned, then the least senior of the employees in the classification will be reassigned.) Upon reassignment occurring to a higher rated classification, the principle

of "most senior qualified can, least senior qualified must" of the employees in the classification from which an employee is being reassigned shall apply in the selection of the employee to be reassigned. This use of seniority shall not apply to equipment operators who are reassigned due to equipment breakdowns or lack of need of that particular piece of equipment. This use of seniority also shall not apply to truck drivers when their assigned truck, at that time, breaks down during the day or is expected to be unavailable for a period for less than one (1) day.

Employees may be reassigned into any classification. If reassignment causes displacement of an employee, the displaced employee shall be the least senior in the classification, including the transferred employee. If an employee is transferred to Highway Worker I classification, he can bump into the Highway Worker II classification if there is a least senior employee within the Highway Worker II classification.

An employee will not be reassigned more than two (2) times per day. The original assignment for the day or any return to that original assignment is not considered in determining the number of reassignments occurring per day.

This does not apply to any voluntary or requested reassignments.

Section 2 All newly hired personnel shall have a probationary period of ninety (90) days, and all newly promoted personnel shall have a probationary period of sixty (60) days. During this period, the employee will have an opportunity to receive training from his supervisor to learn his job, and to demonstrate that he can successfully perform the duties of the position. The Engineer will also have the opportunity to evaluate the employee's progress and performance to determine if he will be retained in the classification to which he was hired or promoted.

The Employer may require a prospective employee to take and pass a physical examination as a prerequisite for hire. This physical examination must be administered by a licensed physician including, but not limited to, a complete blood test and chest x-ray. The Employer assumes no responsibility for expense for this examination.

Newly hired personnel will be evaluated at the midpoint of the probationary period and again ten (10) days prior to the end of the probationary period. Newly hired probationary personnel may be discharged without grievance or appeal by that individual or the Union. Promoted personnel will also be evaluated at the midpoint of the probationary period and again ten (10) days prior to the end of the probationary period. Promoted personnel that fail to demonstrate the successful performance of the duties of the position will return to the classification held prior to the promotion.

A bargaining unit employee who has been promoted to a bargaining unit position may elect to return to his previously held position up to thirty (30) days after the effective date of the promotion.

An individual voluntarily returning to their former position after a promotion may not bid on any postings for a period of six (6) months.

If an individual voluntarily returns to a former position, the Employer does not have to re-bid the position, but can then promote the number 2 person on the promotion list from among the applicants. If there were no other applicants, the Employer must re-post the vacancy if he intends to fill the position.

Any person bumped down or out of a position as a result of an employee voluntarily returning to their prior position has no right of grievance for being bumped down or out.

Section 3 Whenever the Engineer determines that he wishes to fill a vacancy or create a new position, he shall post notice of such for a period of seven (7) days. Any employee may apply for the position within seven (7) days of the date of posting.

The Engineer will consider the following factors in making appointments: work history with the Lawrence County Engineer, experience, supervisory input, and seniority. If all other factors are the same, then the employee with the most seniority shall be chosen for the position.

Section 4 If no employees apply for the position; or if no employees are qualified for the position, then the Engineer may go outside the current employees to fill the position. The Engineer may, if he wishes, consider non-employees before employees in the case of filling management positions.

Section 5 The Engineer reserves the right to establish new job classifications, revise existing classifications, or eliminate existing classifications.

The Engineer agrees to provide to the Union advance notice of the establishment of new classifications to determine the classification's inclusion or exclusion from the bargaining unit. This notice will be a minimum of seven (7) days notice, during which time the Union can request a meeting with the Engineer to discuss the new classification. The Engineer also agrees to provide advance notice to the Union of changes in existing job classifications to allow the Union to discuss the impact of the changes upon the Union.

It is the general policy of the Engineer to continue to utilize its employees to perform work they are qualified to perform. It is not the intent of the Employer to contract out for services to lay off employees. Except where an emergency situation exists, before the Engineer changes its policy involving the subcontracting of work in a general area, where such change amounts to a deviation from past practice, the Engineer will notify the Union. The Union will be given an opportunity to present its views regarding this issue by meeting with the Engineer.

Section 6 When part-time or seasonal employees are assigned to a classification other than HWI, any vacant bargaining unit position in that classification will be filled by temporary reassignment with a bargaining unit employee.

Section 7 Whenever two (2) or more shifts are created for any classification, the most senior employees shall be given the opportunity to choose the shift that they desire to work within until the shifts are filled, with the least senior employees being required to take the remaining shift positions. Upon any opening occurring in the classification which has more than one (1) shift, then the position shall first be offered to employees within the other shift according to seniority.

ARTICLE 17 – Supervisory and Foremen

Section 1 Supervisors and foremen shall be allowed to perform work alongside of the men to the extent that their supervisory duties allow. In the event of emergencies, supervisors and foremen may perform any work necessary to meet the emergency until sufficient bargaining unit manpower can be called out. In other cases, such as might be encountered when investigating a complaint or patrolling a road, or where a regular qualified employee is not available, supervisors or foremen may perform jobs which are not sufficiently large to require calling additional help.

Supervisors and foremen shall not perform bargaining unit work in order to cause a layoff of any actual bargaining unit employee.

Section 2 In a snow or ice removal situation, a Highway Supervisor and/or Foreman shall only drive a snow truck if all other available snow trucks are being utilized by bargaining unit employees or if the Employer has attempted to call out sufficient bargaining unit employees to utilize all other snow trucks. In all other cases, supervisors and/or foremen may work in overtime situations as long as they are working alongside the bargaining unit employees.

ARTICLE 18 – Wages

Section 1 The wages for the period from January 1, 2012 to December 31, 2014, shall be paid biweekly for the work performed during that period and other benefits as permitted pursuant to this Agreement. The base pay for each classification shall be based upon an hourly rate, as follows:

Position	2012	2013	2014
	($0.35)	($0.35)	($0.35)
HW I	$18.30	$18.65	$19.00
SEC. OFF.	$18.30	$18.65	$19.00
HW II	$18.55	$18.90	$19.25
HW III	$18.65	$19.00	$19.35
HW IIA	$18.65	$19.00	$19.35
MECH I	$18.65	$19.00	$19.35
EO I	$18.70	$19.05	$19.40
EO II	$18.85	$19.20	$19.55

Each member of the bargaining unit shall receive a one-time bonus of $400.00 on or before January 31, 2012.

Section 2 The step increases shall be based on the following:

0 to 5 years	paid at base rate
5 to 15 years	paid at base rate plus an additional $0.25/hr
15 years and up	paid at base rate plus an additional $0.50/hr

Section 3 The Employer agrees that the wage increase agreed upon herein shall be effective January 1, 2012, and any retroactive pay shall be paid no later than the second pay period after the signing of this Agreement.

Section 4 Mechanics shall receive a $0.25 shift differential of their base hourly rate of pay for time worked on the second shift. Any person assigned as a temporary crew leader shall receive an additional $0.25 per hour for that day.

ARTICLE 19 – Sick Leave

Many of the regulations governing sick leave are mandated by the Ohio Revised Code.

Sick leave credit shall be earned at the rate of 4.6 hours for each eight (80) hours of service in active pay status. Sick leave credit is not earned during unpaid leave of absence or layoff. The maximum accumulation per year shall conform to the Ohio Revised Code. An employee may accumulate sick leave from year to year without limit. The timekeeper will maintain up to date records of sick leave used and available.

1. Illness or injury of the employee or a member of his "immediate family." "Immediate family" as used in this entire section is defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, or a legal guardian, or other person who stands in place of a parent.

2. Death of a member of his immediate family. The Employer agrees to allow the employees two (2) days of bereavement leave for the death of an immediate family member. The Employer also agrees that an employee may use, in addition to those two (2) bereavement days, three (3) sick days for the death of an immediate family member. (This allows an employee to be off for a total of five (5) days for the death of an immediate family member.)

3. Medical, dental, or optical examination or treatment of the employee or a member of this immediate family.

4. Exposure to a contagious disease when the presence of the employee would jeopardize the health of others.

5. Pregnancy and childbirth and conditions related thereto.

Evidence to justify the use of sick leave must be furnished by the employee in all cases and approved by the Engineer.

For absences of 1 or 2 days or for funeral leave, the employee shall furnish an affidavit signed by the employee certifying the reason for the absence and that sick leave may properly be used for that absence.

No sick leave shall be granted before or after any holiday or paid leave day without a doctor's excuse.

For absences in excess of two (2) days at any one time, the affidavit shall be signed by a licensed physician, dentist, or chiropractor.

For medical, dental, or optical examinations or office appointments, the affidavit shall be signed by the doctor or dentist.

The affidavit should be signed by the physician whenever medical attention is required during sick leave, even for absences of 1 or 2 days.

When an employee is sick and unable to work, he shall notify the timekeeper or highway superintendent not later than thirty (30) minutes after his scheduled starting time. Employees who fail to call in and report in a timely manner will not be considered for sick leave and will be placed on unpaid leave of absence for the day. When the employees calls in, he will indicate the day on which he reasonably expects to return to work. If he is unable to return by the indicated date, he must call in again to extend the sick leave to a new date. Employees should make arrangements no later than the day before if they wish to use sick leave for scheduled doctor/dentist appointments.

It is in the best interests of employees, the Engineer, and the public that sick leave not be abused, but only used where truly justified. Falsification of affidavits is a serious matter subject to severe disciplinary action. Employees who fail or refuse to call in will be considered absent without leave and will also be subject to appropriate disciplinary actions. Employees who establish a pattern of poor attendance by use of 1 or 2 days of sick leave without a doctor's affidavit on 4 separate occasions in 1 year may be required to submit a doctor's affidavit for all future sick leaves within that year regardless of length of time involved.

The Engineer may require an employee to take an examination given by a licensed physician, the cost of which will be paid by the Engineer, in order to determine an employee's physical and mental capabilities to perform his job. An employee found not qualified will be placed on sick leave or on unpaid disability leave.

If an employee's illness or disability continues beyond the earned sick leave available, the employee may elect to use annual leave, if available, or unpaid leave of absence, or disability leave. In all cases where an employee is absent, he must be on paid annual or sick leave or on unpaid leave of absence or disability leave or he will be considered absent without leave and subject to appropriate disciplinary action.

An employee may, if he wishes and if he makes the required arrangements in advance, substitute annual leave for sick leave.

An employee may choose whether to use sick leave or worker's compensation for lost time claims, but he may not receive payment from both sources for the same claim.

On retirement, an employee with ten (10) or more years of service is entitled to a cash payment at his retirement date, to be paid at his regular base rate of pay, one-fourth (¼) of accrued sick leave or forty (40) days, whichever is less.

Upon death of an immediate family member, should an employee not have any available sick leave, then the employee may be entitled to borrow one (1) day from future sick leave.

Sick leave may be taken in 30 minute increments, with a minimum of one (1) hour.

ARTICLE 20 – Annual Leave

Section 1 Full time employees are entitled to annual leave with pay according to the following schedule:

Years of Service	Annual Leave
Less than 1	0
After 1	2 weeks (80 hours)
After 5	3 weeks (120 hours)
After 15	4 weeks (160 hours)
After 25	5 weeks (200 hours)

Annual leave accrues to county employees during the course of each year at the following rate for each biweekly pay period:

Annual Leave	Credit per Biweekly Pay Period
2 weeks	3.1 hours
3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours

Years of service means total service, part time plus full time, in any position for the county whether continuous or not. Authorized leave of absence is included in years of service. Total leave earned is based on total years of equivalent full time service, not on exact number of hours worked, and leave earned per year may not exceed that listed above. Also, unused vacation cannot be accumulated for longer than three (3) years. For example, an employee entitled to two (2) weeks vacation per year can never accumulate more than six (6) weeks total vacation. An employee may not continue to work rather than take vacation leave and be paid at his regular rate for the hours worked plus vacation pay. All unused vacation over three (3) years is lost.

Part time employees are not entitled to vacation, although part time service is counted, after conversion to equivalent full time service, toward total service when determining vacation entitlement if the employee should become a full time employee.

Seasonal full time employees are entitled to vacation after one (1) year of total service has been accumulated.

A vacation request sheet will be posted each January. Employees must request desired vacation dates for the coming year by signing the sheet by February 1, 2012, and by February 1, 2013 and 2014. Employees, who submit leave requests by February 1, 2012, and by February 1, 2013 and 2014, will be guaranteed the time requested, subject to seniority within the classification. All other leave requests will be granted on a first come – first serve basis. All approved leave shall be used in one hour increments.

Employer agrees to allow three (3) employees off from the HWII and HWIIA classifications for vacation.

Annual leave not otherwise scheduled is to be taken as shown below:

Annual leave days taken individually throughout the year require twenty-four (24) hour prior request to the superintendent, or his designee, and it shall be granted if such vacation will not adversely affect the operation of the department and not otherwise restricted herein; except that two (2) days of annual leave may be taken each year without the requirement of the twenty-four (24) hour notice. Single vacation days may be granted at the discretion of the superintendent without the twenty-four (24) hour prior notice if such will not hinder department operations. (This paragraph is an explanation of the notice requirements for annual leave days and does not add my additional leave days.)

No more than five (5) employees will be granted leave at any one time, no more than two (2) in the HWII and HWIIA classifications, and no more than one (1) in all other classifications at one time, not including scheduled vacations of five (5) days or more.

All scheduled leave will be posted on a Leave Calendar as it is granted.

Up to ten (10) annual leave days may be taken individually during the year, but of these ten (10), only five (5) may be taken during the period of June 1 through September 30. All other annual leaves is to be taken five (5) days consecutively, and no more than two (2) weeks at a time.

All employees will be guaranteed that they can take, before December 31 of each year, all unused vacation time accumulated for that year, plus one half (½) of any unused balance they had at the beginning of that year.

Upon retirement or resignation, employees are entitled to receive pay for accumulated but unused vacation.

ARTICLE 21 – Holidays

The following holidays will be observed. If the holiday falls on Saturday, the preceding Friday shall be observed, and if it falls on Sunday, the following Monday shall be observed.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Election Day	1st Tuesday after 1st Monday in November
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Day before Christmas	December 24
Christmas Day*	December 25

Other holidays, such as religious holidays, can only legally be deducted from vacation or leave without pay.

*If Christmas falls on Saturday or Sunday, the preceding Friday and the following Monday shall be observed as holidays.

ARTICLE 22 – Other Leaves of Absence

Section 1 A paid leave of absence will be granted to all employees when they are subpoenaed for court appearances or jury duty by the United States, the State of Ohio, or a political subdivision and required to appear during their normal working hours. All compensation received by an employee with the exception of fees for travel mileage shall be remitted by the employee to the Engineer unless such duty is totally outside the employee's normal working hours. Paid leave of absence is granted only for such time actually required to be present in court and employees shall report to work when released from court duty.

Employees will honor any subpoena issued to them including those for worker's compensation, unemployment compensation, and Personnel Board of Review hearings.

Employees required to appear in court on personal matters, whether criminal or civil cases, such as traffic or divorce court, must use vacation days or will be granted unpaid leave of absence.

A paid leave of absence will be granted for up to thirty (30) days per year for military service with the Ohio National Guard or other reserve components of the armed forces. Unpaid leave may be granted according to state and federal law for other military obligations.

Unpaid leaves of absence may be granted for a number of reasons. Employees on leave are guaranteed the same or a similar position on return. All leaves will indicate a specific date on which the employee is expected to return to work. Employees do not earn sick leave or accumulate vacation while on unpaid leave of absence. However, leave of absences is counted toward total length of service which determines the length of vacation per year to which an employee is entitled.

Unpaid leave may be granted for up to two (2) years for educational, training, or specialized experience purposes.

Unpaid leave may be granted for up to six (6) months for personal reasons. Unpaid personal leave may also be requested for valid reasons where vacation leave would have been used, but is not available as for a week or a few days at a time.

Unpaid disability leave for up to six (6) months may be granted to a physically incapacitated employee when annual vacation leave and sick leave have been exhausted if the employee is:

1. hospitalized or institutionalized;

2. convalescing as authorized by a physician; or

3. has been declared unable to perform his duties by a physician as described under Article 19 – Sick Leave.

Disability leave may be extended for additional six (6) month periods upon submission of a physician's statement of a continuing disability. An employee will be reinstated upon furnishing a physician's statement that he has recovered fully with regard to performing his duties. Costs of physician's examinations required are the responsibility of the employee except as described in Article 19 – Sick Leave.

Employees receiving temporary total worker's compensation will be carried on disability leave until they can return to work.

Employees shall make written application for leave of absence two (2) weeks in advance to the Engineer. Although some leaves, such as court or military leave, are guaranteed within the limits of the rules as stated herein, other leaves, especially personal and educational, are at the Engineer's discretion, and depend in part on the total needs of the department.

The Engineer shall approve or state the reason for denial of leave applications within one (1) week of submittal.

If an employee misrepresents facts or makes false statements when requesting leave, any leave granted may be cancelled and the employee required to return to work subject to appropriate disciplinary action.

Upon an employee being disabled due to work related injuries, the Employer will continue to provide health insurance for a period of six (6) months. If said employee has applied for disability or is under any total disability determination from the Bureau of Workman's Compensation, then the Employer will extend the insurance benefits for a period up to an additional six (6) months.

Section 2 The Employer acknowledges the existence of the Family Medical Leave Act (FMLA) and that employees have certain rights under the FMLA. As such, the Employer agrees to act in accordance with the FMLA when an employee meets the requirements of the FMLA and is entitled to those rights.

ARTICLE 23 – Health Insurance

Section 1 The Employer agrees to pay 100% of the weekly cost of the Central States Insurance, Plan C-6, for the period of the contract at the following maximum rates:

First Year 2012	$264.70
Second Year 2013	not to exceed $281.20
Third Year 2014	not to exceed $306.50

The benefits shall be as set forth in the Central States Insurance Plan with any changes that may be made by the plan operators. It is understood that the Employer has no input or control over the plan and that the plan is requested by the employees and the employees agree to accept the plan as it is set forth by Central States Insurance and with any changes that may be made thereto.

Should the cost of the employee health insurance exceed the weekly amount set forth in the contract the insurance article will be re-opened. Should the cost of the employee health insurance be less than the amount set forth in the contract, the Employer and the employee will equally divide the savings, each receiving ½ of the savings. Such amount will be paid to the employees in a lump sum on or before December 15 of each year. Such payment will not be cumulative in nature and not affect the base rate of the employee. The Employer will also request that such payment be made in a separate check, but cannot guarantee that a separate check will be issued.

Section 2 Should there be any increases in premiums beyond the amount set forth above during the term of the contract, then the Employer or the Union would have the right to re-open the Health Insurance Article, within thirty (30) days of notice of any such increase. The re-opening of the Insurance Article by the Union or the Employer

would also result in the re-opening of the payment of any lump sum payments under the Wage Article.

The Employer will advance any increase in premiums during the re-opening of the Insurance Article. If a resolution is not reached within ninety (90) days of the notice of the change in premium, an impasse may be declared.

Section 3 Should Central States Insurance cease providing insurance for the employees for any reason not caused by the employees, then the Insurance Article and lump sum payment provision of the Wage Article would become subject to negotiation at that time.

The Employer will pay the increase during the period that the article is re-opened and until a resolution or impasse is reached. If a resolution is not reached within ninety (90) days of the notice of increase, an impasse may be declared.

Section 4 If there is an additional cost the second year, which is paid by the Employer and a savings the third year, then the second year cost will be deducted from the third year savings. If there is a second year savings, there will be payment to employees according to this Article at the beginning of the second year. If there is a reopening of the contract due to an increase the third year, then the parties will consider what occurred to the insurance cost the second year as part of the reopening.

ARTICLE 24 – Miscellaneous Provisions

Section 1 Mechanic/Welder shall do all welding. Anyone else welding shall be paid at the Mechanic I rate.

Section 2 The Employer shall give the Local Union a seniority list at least every twelve (12) months. The Employer shall also post a seniority list at least once every twelve (12) months and shall maintain a current seniority roster at the garage. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

Section 3 Ties in seniority will be broken alphabetically according to last name, and if the last name is the same, then by the first name.

Section 4 The Employer agrees to purchase all specialty tools larger than 1 ¼". The Employer will replace any of the private tools of the employee used on behalf of the Employer which are not under any replacement guarantee or warranty.

The Employer will provide uniforms for the benefit of the Mechanics.

Section 5 The Highway Worker I's working on the spreader box shall receive the Highway Worker II rate for each day assigned to the spreader box.

Section 6 Seniority shall be defined as follows:

For employees within the bargaining unit as of January 1, 1989, seniority shall be length of continuous service with the Employer, starting at last hire date.

For employees hired or placed into the bargaining unit after January 1, 1989, seniority shall be length of time in the bargaining unit.

The above definition shall apply to all situations in the Agreement unless specifically defined otherwise in a particular Article.

Section 7 The Employer agrees to provide the bridge crew with one (1) pair of boots, to be replaced on an as needed basis as determined by the Employer.

Section 8 Should an employee obtain any additional CDL endorsement beyond the standard CDL license, the Employer will reimburse the employee to cost of obtaining such endorsement once during the life of the endorsement, provided the employee successfully obtains the additional endorsement. (Example: the cost of obtaining the hazardous material endorsement.)

Section 9 Any time that "days" are referred to in this contract, unless otherwise specified, they shall be considered calendar days.

ARTICLE 25 – Duration and Termination

Section 1 This Agreement shall be effective as of the 1st day of January 2012, and shall terminate the 31st day of December 2014. If either the Employer or the Union desire to terminate, modify, or negotiate a successor agreement, it shall: (1) serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Agreement; (2) offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiating a successor agreement; and (3) notify the SERB of the offer, by serving upon the Board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement, without resort to strike or lockout, for a period of sixty (60) days after the party gives notice or until the expiration date of this Agreement, whichever occurs later. In the event that notification is not given by either party, this Agreement shall remain in full force and effect from year to year, however, subject to the giving of such notice sixty (60) days prior to the 1st day of January of each year.

FOR THE UNION

FOR THE EMPLOYER

Memorandum of Understanding

The Employer and Union agree that it is the intent of the Engineer to change the work schedule and hours of work for all bargaining unit employees to four, ten hour days beginning approximately May 1, and ending approximately September 1. The normal hours of work during this time will be 6:30a.m. to 5:00p.m., Monday through Thursday. Friday will be a scheduled off day for all employees in the bargaining unit during the above reference time.

The following modifications to the collective bargaining agreement have been discussed and agreed upon by the parties, during this time:

1. Overtime will be calculated as all time worked over ten hours in any workday or 40 hours in any work week.
2. Should a holiday fall on a scheduled workday, the employees will be off that day and receive ten hours wages for that day.

Since sick time and vacation time accrue on an hourly basis, there is no need to a modification to the collective bargaining agreement as it pertains to sick and vacation time.

The Employer may revert back to 8 hour days at any time deemed necessary by Employer for operational needs or due to weather for up to 5 work days. Otherwise, the Employer may change or modify these summer hours of work with 14 days notice to the Union.

FOR THE UNION

FOR THE EMPLOYER

Memorandum of Understanding

The Employer and Union agree to this Memorandum of Understanding concerning the contracting out by the Employer.

It is understood that the Employer may at times contract out work, so long as the contracting out does not violate specific Sections of the Contract referring to contracting out and does not result in the layoff or reduction of normal hours of employees.

It continues to be the Policy of the Engineer to utilize its employees to perform the work they are qualified to perform. It is not the intent to contract out services to lay off employees. Except where emergency situations exists, before the Engineer changes its Policy involving subcontracting of work in a general area, where such change amounts to a deviation in past practice, the Engineer will notify the Union. The Union will be given an opportunity to present its views in writing to the Engineer for consideration.

FOR THE UNION

FOR THE EMPLOYER